



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 8, 2022
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Partnership with Grace Bridge for Disaster Relief in Kentucky (Hunn)
- B. CISD Band Proclamation (Terry)
- C. Engineer's Week Proclamation (Glasgow)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. 2021 Fire Department Award Recipients (Metdker)
- B. Overview of the 2021 Annual Report (Satarino)
- C. Discussion regarding any and/or all agenda items.
- D. Staff Reports

V. 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 that are prohibited by law.

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.

VI. EXECUTIVE SESSION:

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

- A. Discussion between the City and EDC regarding an agreement for a Martinek site purchase
- B. Discussion regarding a Development Agreement with Rasor Family Ranch, LP on West Preston in the Rasor Tract generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ)
- C. Discussion regarding a Development Agreement with Moses and Mary Jane Hubbard Trust C/O Board of Trustees in the Hubbard Tract generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ)

Reconvene Into Open Session

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 11, 2022 5:00 PM

- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a council member for Place 1 and a council member for Place 6 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 7, 2022. (Field)
- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, ordering and calling an Election to be held in said City on May 7, 2022, for the purpose of submitting to the qualified voters of the City of Celina, Texas, certain proposed amendments to the existing City Charter; designating the places at which said election is to be held; appointing the early voting clerk; making provisions for notice and publication of the election; and providing for an effective date. (Field)
- D. Consider and act upon a Chapter 380 agreement between the City of Celina and El Puente de Celina and authorize the City Manager to negotiate and execute on behalf of the City of Celina. (Amsler)
- E. Consider and act upon a resolution consenting to the creation of West Preston Municipal Utility District No. 1 of Collin County, consisting of approximately 1,098 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located at the southwest corner of Preston Road and Marilee Road, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (West Preston MUD Creation) (Mohan)

- F. Consider and act to purchase three vehicles for the Police Department with various vendors through a cooperative contract in an amount not to exceed \$116,194.81. (Berry)
- G. Consider and act upon a resolution of the City of Celina, Texas, consenting to the addition of certain land into Uptown Municipal Utility District No. 1 of Collin County. (Uptown Resolution) (Mohan)
- H. Consider and act upon a resolution of the City Council of the City of Celina, Texas, renaming a section of County Road 57 to North Florida Drive. (County Road 57 Name Change) (Colakovic)
- I. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 100 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of future Stallcup Boulevard and future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (Estates at Bonito Lake – Annexation Service Agreement) (Mohan)
- J. Consider and act upon a request to amend a development agreement with S. Broadway Development, LLC; generally located at the southwest corner of Oklahoma Drive and future Sunset Boulevard, within the City Limits. (Gateway (Oklahoma Sunset) – DA 1st Amendment) (White)
- K. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Ten Mile Creek Public Improvement District within the Extraterritorial Jurisdiction of the City and calling for a public hearing for the City Council’s March 15, 2022 meeting. (Ten Mile Creek – PID Resolution) (White)
- L. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a portion of a water and sewer easement situated on a 0.348-acre tract in the W. Wilhite Survey Abstract number 1002 and the J. Westover Survey, Abstract number 1030 as part of Lilyana Phase 5 development. (Glasgow)
- M. Consider and act to award bid 2022-0114 for the demolition of eight (8) properties at the unit price listed to Hawkins Construction in an amount not to exceed \$59,999. (Berry) (Sprinkle)
- N. Consider and act to authorization the award of Bid 2022-0111 for Fireworks Display Services for Splash and Blast with Pyrotex in an amount not to exceed \$25,000. (Berry) (Sprinkle)
- O. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)
- P. Consider and act to award Bid 2022-0106 for Oklahoma Drive Gravity wastewater collection system to ANA Site Construction in the amount of \$1,942,409.45 plus ten percent contingency in the amount of \$194,240.95 for a total amount not to exceed \$2,136,640.40. (Berry)
- Q. Consider and act to award RFP 2022-0119 for pre-construction services for the Downtown Patio Project to AUI Partners, LLC. (Berry)

- R. Consider and Act to authorize the purchase of a mini dump truck for fiscal year 2022 for the Public Works Department from Silsbee Ford in an amount not to exceed \$81,839.50 (Berry) (Sprinkle)
- S. Consider and act to award bid 2022-0118 for Asphalt, Pothole Repair and Maintenance at the unit prices listed to Aleksander Omega, LLC., in an amount not to exceed \$75,000. (Berry)
- T. Consider and Act to authorize the purchase of a Ford F150 truck for fiscal year 2022 for the Engineering Department from Silsbee Ford in an amount not to exceed \$34,343.50 (Berry)
- U. Consider and act to purchase computers through a cooperative contract with State of Texas Department of Information Resources contract DIR-TS0-3763-R in an amount not to exceed \$44,000.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 100 acres within the Extraterritorial Jurisdiction (ETJ), generally located at the southeast corner of future Stallcup Boulevard and future Coit Road. (Estates at Bonito Lake – Annexation) (Mohan)
- B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to a Planned Development (PD) with a base zoning of Single-Family Residential Estate District (SF-E), generally located at the southeast corner of future Stallcup Boulevard and future Coit Road. (Estates at Bonito Lake – Zoning) (Mohan)
- C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 21 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO), generally located east of Preston Road and approximately 775 feet north of Frontier Parkway, within the City Limits. (Kim Tract - Rezoning) (McAfee)
- D. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Rasor Family Ranch, L.P., for approximately 1,100 acres of land, generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ). (Rasor Ranch – Development Agreement) (McAfee)
- E. Conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (21-01 Annexation Second Public Hearing) (White)
 - 1. Collin CAD Property ID 2120983, being an approximate 116.17-acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
 - 2. Collin CAD Property ID 1014538, being an approximate 36-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
 - 3. Collin CAD Property ID 1014547, being an approximate 73.71-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2;

- generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4. Collin CAD Property ID 985731, being an approximate 53-acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
 5. Collin CAD Property ID 986598, being an approximate 1.5-acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey, Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),
 6. Collin CAD Property ID 995123, being an approximate 3-acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
 7. Collin CAD Property ID 985777, being an approximate 81.63-acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally located east of County Road 127 and approximately 1,500 feet north of County Road 129 (Laney Partners, Ltd.),
 8. Collin CAD Property ID 1498089, being an approximate 3.2-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
 9. Collin CAD Property ID 1498098, being an approximate 3.54-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
 10. Collin CAD Property ID 1585804, being an approximate 10.28-acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
 11. Collin CAD Property ID 995748, being an approximate 66.9-acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).
- F. Conduct the first of three public hearings to annex approximately 304 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (22-01 Annexation First Public Hearing) (White)
1. Collin CAD Property ID 1013584, being an approximate 14.19-acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
 2. Collin CAD Property ID 998772, being an approximate 36.791-acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
 3. Collin CAD Property ID 1011586, being an approximate 24.976-acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (TM BTR of Texas LLC),
 4. Collin CAD Property ID 1011602, being an approximate 62.14-acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8;

- generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.695-acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)
 6. Collin CAD Property ID 2506775, being an approximate 5-acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
 7. Collin CAD Property ID 986473, being an approximate 29.827-acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shower Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
 8. Collin CAD Property ID 2143120, being an approximate 10.037-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
 9. Collin CAD Property ID 2711132, being an approximate 10-acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
 10. Collin CAD Property ID 1225221, being an approximate 10.475-acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
 11. Collin CAD Property ID 991733, being an approximate 12.906-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),
 12. Collin CAD Property ID 2142193, being an approximate 10-acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
 13. Collin CAD Property ID 2649863, being an approximate 11-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
 14. Collin CAD Property ID 2507796, being an approximate 5.1624-acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
 15. Collin CAD Property ID 1766084, being an approximate 2-acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
 16. Collin CAD Property ID 992153, being an approximate 0.393-acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),

17. Collin CAD Property ID 985401, being an approximate 10-acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),
18. Collin CAD Property ID 2665774, being an approximate 5-acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC),
19. Collin CAD Property ID 2754400, being an approximate 5.01-acre tract of land in Collin County, Texas, legally described as Abstract No. A0834 in the William Stapp Survey, Tract 15; generally located east of future McIlroy Drive and approximately 1,100 feet south of future G. A. Moore Parkway (Bivins, Todd J. & Sara E.),
20. Collin CAD Property ID 159732, being an approximate 1-acre tract of land in Collin County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project); approving and authorizing related agreements; and providing an effective date. (Ownsby Farms - PID Bond Ordinance) (White)
- B. Consider and act upon a resolution of the City of Celina, Texas setting forth locations for future fire and police facilities. (Public Safety Location) (Colakovic)
- C. Consider and act upon a request to amend a development agreement with North Parkway Municipal Management District No. 1 and MM Celina 3200, LLC; generally located north of J. Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills (Del Webb) – DA 4th Amendment) (Mohan)

X. ADJOURNMENT:

XI. STAFF REPORTS:

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

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

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

Date Notice Removed



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Overview of the 2021 Annual Report

Action Requested:

Overview of the 2021 Annual Report (Satarino)

Background Information:

Staff will present the 2021 Annual Report to City Council

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

2021 Annual Report

Staff Recommendation:

Recoomended for approval

ANNUAL REPORT 2021



Life Conn

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LETTER FROM THE MAYOR



Sean Terry
MAYOR

Thank you for taking a few moments to read our 2021 Annual Report for the City of Celina. The Annual Report gives us an opportunity to highlight the goals and vision set forth in our Strategic Plan. We hope to give you a sense of what we have accomplished, what we are working on, and what is on the horizon for our City in this publication.

Since its establishment, Celina has grown from a tiny farming community near the Grayson County border to the most desired and valuable place to live, work, and raise a family in North Texas. It's fair to say we experienced unprecedented growth last year. While our numbers have increased with new families and businesses moving to the area, we have managed to maintain that community spirit that has always made Celina so special.

Our community spirit was on full display at each and every event that the City held last year. Our historic Downtown Square played

host to nearly 50 events beginning in March and wrapping up at our annual Christmas on the Square. These events not only gave us an opportunity to bring the community together, but it was an opportunity to welcome new faces to our City. Each event was an opportunity to showcase the Downtown area, which is both rich in history and a symbol of our expected growth. Just like Celina!

With so many new neighborhoods under development, businesses being created, and families deciding to call Celina home, I can see how we are living up to our City's motto – Life Connected. We expect this upcoming year to be even more exciting and memorable than years past.

No matter the size of our population, Celina will continue to be known and beloved because of the size of our heart. Perhaps as you look through this Annual Report, the heart of the City – much more than just the data or statistics – will resonate with you. You will see why this place that we call home, and these people who we call family are the best of what Texas represents.

We hope you have a fantastic 2022!

NEW COMMERCIAL BUSINESSES

2021	2020	2019	4.B.a
Achieving Milestones Physical Therapy 3248 S. Preston Rd. Ste. 130	Bickel Ventures LLC 1922 Choate Pkwy Bldg. 110	APEX Network Physical Therapy 3248 S. Preston Rd. Ste. 110	Attachment: Annual Report (2021 Annual Report)
Annie Jack* 309 W. Pecan St.	Blacktop Plus LLC 1922 Choate Pkwy Ste. 115	Bongo Beaux's Restaurant 218 W. Walnut St.	
APEX Spine & Sport 2750 S. Preston Rd. Ste. 105	Buff City Soap 308 W. Walnut St.	BURNCO 1650 CO Rd. 53	
Atomic T-Shirt & Signs* 412 N. Oklahoma Dr. Ste. 110	Celina Nutrition Connection 695 N. Preston Rd. Ste. 115	Callum East Design 512 S. Louisiana St.	
Box Drop 717 E. Pecan St.	Cielo Beauty Bar 721 E. Pecan St. Ste. 100	C-Town Yoga 305 E. Pecan St.	
Caliber Collision 4055 S. Preston Rd.	Daka International 1922 Choate Pkwy Ste. 116	The ENT & Allergy Center of Texas 1060 S. Preston Rd. Ste. 106	
Collin College - Celina Campus 2505 Kinship Pkwy	Double T Screened Patios 1922 Choate Pkwy Ste. 116	Frontier Golf Carts 403 S. Oklahoma Dr.	
Drop Tine Construction 721 E. Pecan St.	Edward Jones Investments 102 N. Louisiana Dr. Ste. 201	Hey Sugar Ice Cream and Candy Store 303 W. Pecan St.	
Gateway Mortgage 1341 S. Preston Rd. Ste. B	Lamar National Bank 110 S. Preston Rd.	Keller Williams 1212 S. Preston Rd.	
Gibson Plumbing 4295 CR 86 Ste. 170	Martin Marietta Expansion 11453 CR 53	Kimley Horn 400 N. Oklahoma Dr.	
Holly Farrow Photography 312 W. Walnut St.	Nex Gen Audio Video 1922 Choate Pkwy Ste. 116	Mobility Credit Union 205 E Walnut St.	
Ivan's Performance Shop 6126 Private Dr. 902	Open Late Dentistry & Orthodontics 1212 S. Preston Rd. Ste. 130	Ninja Fitness 412 N. Oklahoma Dr.	
Metroport Commercial Realty Group 701 N. Preston Rd Ste. 134	Peak Physical Therapy 695 N. Preston Rd.	Rice & Noodle 2750 S. Preston Rd. Ste. 112	
Safe Lifts of Texas 4295 CR 86 Ste. 110	PSA Automation LLC 41295 CR 86	Rock City Gymnastics 4295 CR 86 Ste. 120	
Signs Gypsies Celina 601 S. Ohio Dr.	Rollertown Beerworks 412 N. Oklahoma Dr. Ste. 106	Secured Title 1212 S. Preston Rd.	
Steve's Classic Car Repair 6335 FM 2478 Ste. D	Sparrow Lane Boutique 1922 Choate Pkwy Ste. 107	Toasted Walnut Table & Market 304 W. Walnut St.	
Summer Moon Celina 306 W. Walnut St.	State Farm 101 S. Illinois St.	True Light Chiropractic 501 W. Walnut St. Ste. 200	
Texas Republic Bank 1212 S. Preston Rd. Ste. 100	Tara Lynn Henderson Inc. 1922 Choate Pkwy Bldg. 11		
The Wooden Swing Co. 1212 S. Preston Rd. Ste. 100	Texas Capital Investments 910 N. Preston Rd.		
Valley Vines 222 W. Walnut St. Ste. 100	The Little Wooden Penguin 212 N. Oklahoma Dr.		
	*RELOCATION Twisted Trail Spirit Shop 204 E. Pecan St. Ste. C		
	Urban Lash & Nail Spa 695 N. Preston Rd. Ste. 170		



ECONOMIC DEVELOPMENT
CORPORATION

LETTER FROM THE CITY MANAGER



Jason Laumer
CITY MANAGER

We appreciate you taking the time to read the 2021 Annual Report for the City of Celina.

When looking back at the goals we set this past year, I am proud to say we accomplished all of them. It's important to know that we couldn't have done this if it were not for you – the true heart and soul of the community.

It's because of you that we are committed to helping build the best infrastructure to serve all of Celina. We strive to have the finest community-focused Police and Fire Departments. We are committed to building neighborhoods – rather than subdivisions – where our parks, schools, and amenity centers all reflect our motto of "Life Connected."

We believe it's important to show gratitude to our talented team that works every day to make Celina a place where everyone can call home. Their work has been the catalyst for our success and growth. In five short years, we have grown from a staff of 81 to 238 dedicated, hard-working servants of the community. I join our City Council and entire community in thanking them for their service.

We are proud of those who serve our community, and we continue to make every effort for the City of Celina to be an attractive place to work. I am proud that we strengthened our employee's family insurance plans. Also, I am excited about a new policy that allows each employee up to 12 hours of paid leave to volunteer their time to charitable groups that directly benefit people with needs in our City.

While we are expanding our team and making sure that we take care of them, we are also making a commitment to you as a community member. Celina is the fastest-growing city in North Texas, and I want to reaffirm my commitment to you that we are being smart and strategic in how we grow. Growth will not help our community unless we do it the right way.

This is our mission. This is the spirit that is reflected in our core values of Excellence, Community, Integrity, and Service.

Let's enjoy a bright and bold 2022 together!

CITY LEADERSHIP



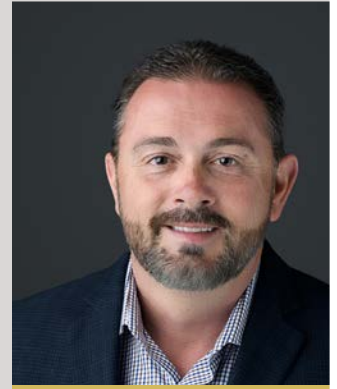
Sean Terry
MAYOR



Mindy Koehne
MAYOR PRO TEM/PLACE 5



Justin Steiner
DEPUTY MAYOR PRO TEM/
PLACE 1



Jay Pierce
PLACE 2



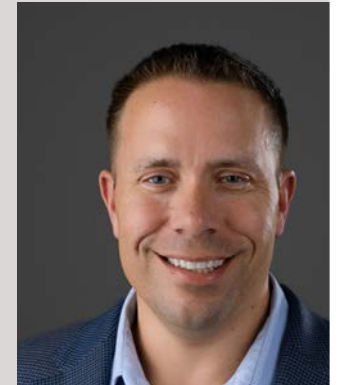
Andy Hopkins
PLACE 3



Wendie Wigginton
PLACE 4



Chad Anderson
PLACE 6



Jason Laumer
CITY MANAGER

2018-2020 STRATEGIC PLAN GOALS

This Annual Report serves to evaluate the two-year goals that we developed for our 2018-2020 Strategic Plan. The City identified these goals by looking at what we are deeply passionate about; what fuels our economic engine; and what areas we can be best in class. This understanding was fueled in large part by the results of our Community Survey. Using these three areas, we analyzed the place where all of these elements overlapped. From there, we established what we call our "Vision Framework"

1

Share Our Story

2

Plan The City

3

Enhance the Quality of Life in Celina

4

Beautify & Brand Celina

5

Support & Grow Emergency Services

6

Preserve, Enhance, Revitalize, & Grow Downtown

7

Attract & Cultivate the Right Development in the Right Places

8

Develop A Highly Advanced Technology & Mobility Infrastructure

9

Pursue Innovative Learning Partnerships

10

Create & Encourage Agritourism Opportunities

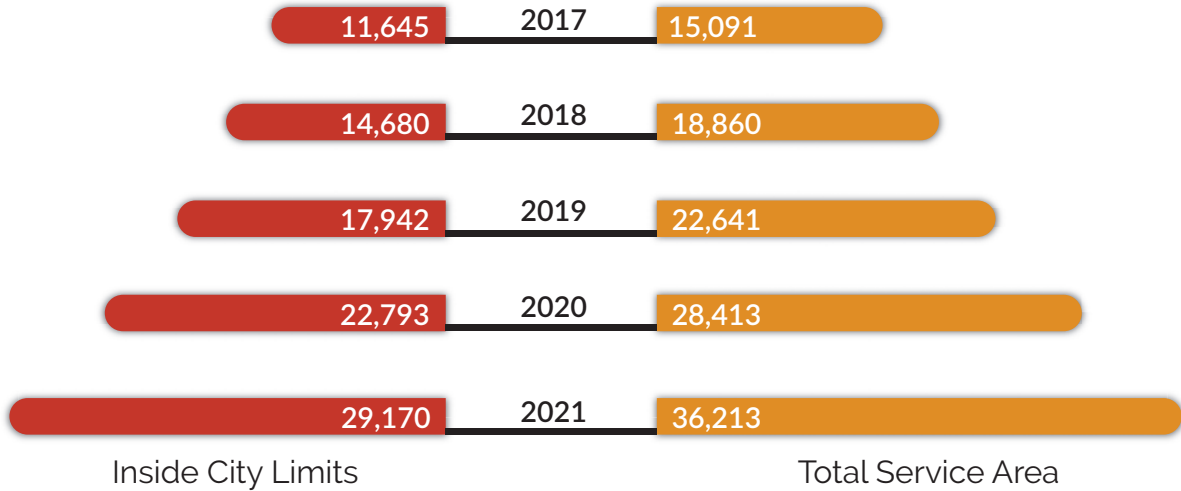
25-YEAR GOAL: OUR MISSION

Our mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City. We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections.

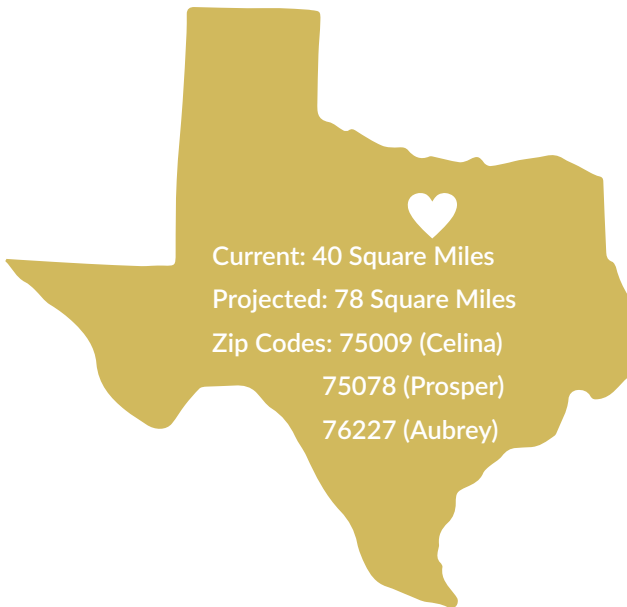
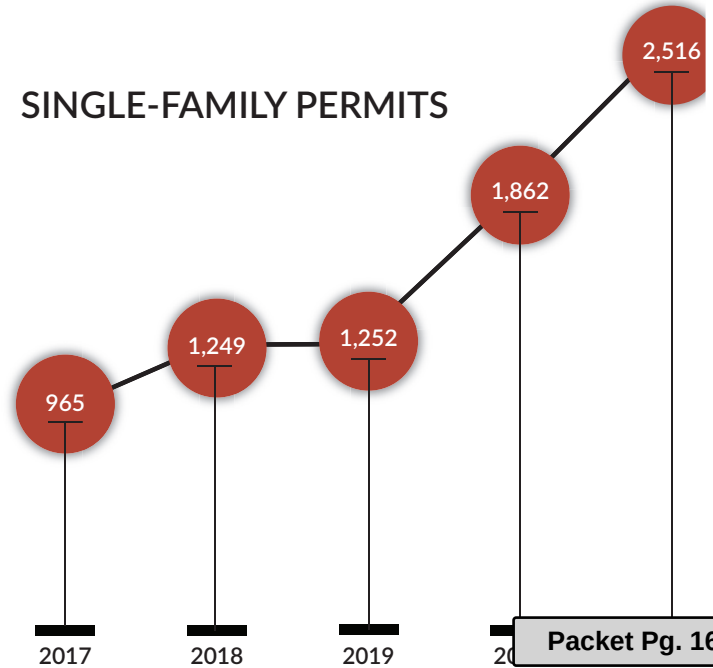


CELINA BY THE

POPULATION COUNT BY YEAR



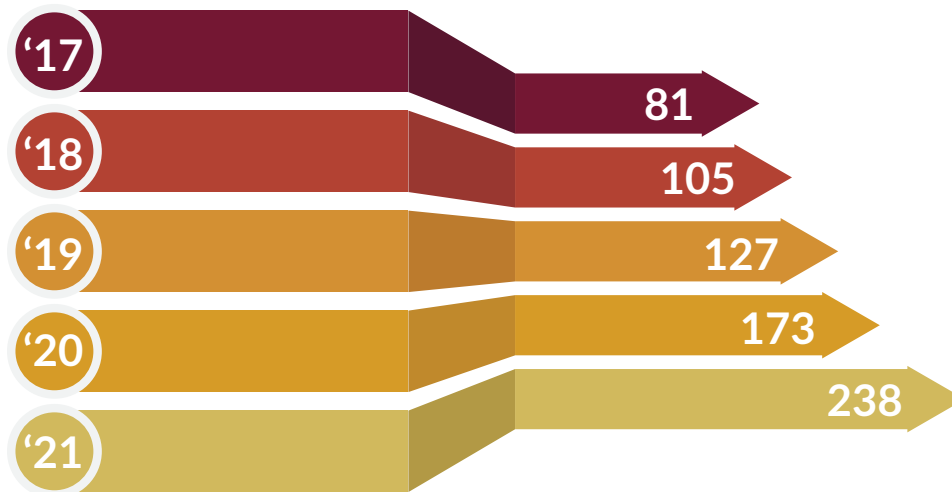
SINGLE-FAMILY PERMITS



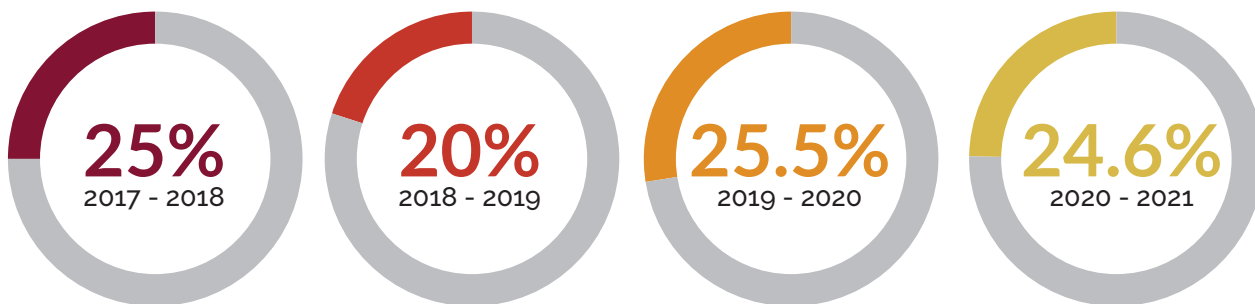
THE NUMBERS

4.B.a

CITY STAFF TOTAL



POPULATION GROWTH: Total Service Area



Celina was named "Fastest Growing City in North Texas" by *Dallas Business Journal* for the third consecutive year.

CAPITAL IMPROVEMENT PROJECTS

Public infrastructure improvement projects for the City of Celina, which are funded and contracted by the City, are called Capital Improvement Projects. Many of our 2021 Capital Improvement Projects involved City streets. This is one of the ways in which we strive to keep you safe and connected to where you need to be.





COMPLETED

- Choate Parkway
- Outer Loop: DNT to Choate Parkway
- Old Celina Park Phase II

STARTED

- Celina Road Ground Storage Tank
- DNT: FM428 to Marilee Road
- Outer Loop: Choate Parkway to Custer Road
- Frontier Parkway DNT to Preston Road

UNDER DESIGN

- Law Enforcement Center
- Fire Station #3
- Downtown Treatment Plant Expansion
- Coit Road: Frontier Parkway to Vest Lane

1

SHARE OUR STORY

"Life Connected" is so much more than our City slogan. It's a fundamental way of living and interacting with the community. We strive to embody the core values of living life connected by sharing what we are working on; the great things happening in Celina; and who we are as a City. This story should be reflected in everything that we say and do.



Attachment: Annual Report (2021 Annual Report)

ACCOMPLISHMENTS

- Began Fire, Police, and Citizen's Government Academies
- Created the *Life Connected* Resident Newsletter
- Began HOA Quarterly meetings
- Celina designated as "Halloween Capital of North Texas"

ON THE HORIZON

- Inaugural Heritage Festival
- Implementation of Citywide volunteer program
- Inaugural Police and Fire Honor Guards



2

PLAN THE CITY

ACCOMPLISHMENTS

- 2040 Comprehensive Plan Update
- Establishment of the Special Events Advisory Committee
- Received Certificate of Achievement in Planning Excellence from The American Planning Association
- Impact Fee and Water/Wastewater Study
- Establishment of Sustainability Programs (Rental Inspection and Registration)

ON THE HORIZON

- Commercial and Multifamily Vision Book
- Wayfinding signage



Planning is essential to identify what actions we can take to better Celina and the processes to get there. When we started the Strategic Plan in 2018, it was apparent that establishing a vision and implementing it in a timely manner was essential for controlled and planned growth. We strive to plan the City in such a way that is consistent and true to the small town feel and strong sense of community.

3

ENHANCE THE QUALITY OF LIFE IN CELINA

We define *Quality of Life* as the level of satisfaction to live, work, play, and learn in our Strategic Plan. We are proud of our top-rated schools, incredible events, and newly-renovated Old Celina Park to name a few. With so many opportunities available during the year, we have made it a point to provide the best *Quality of Life* possible for our community.



ACCOMPLISHMENTS

- Assisted over 124 kids through the Blue Santa Program
- Increased new library members by 10% from 2020
- Acquired 230 acres of additional parkland
- Celebrated the Grand Opening of Old Celina Park Expansion
- Created the Life in Celina Facebook page
- Installed turf in the Downtown Square

ON THE HORIZON

- Construction of Old Celina Park playground
- Design and construction of new Senior Center
- Neighborhood Integrity Grants



4

BEAUTIFY & BRAND CELINA

Celina's beautification and branding are paramount. We found this to be true in both the 2018 and 2020 Community Survey. We want to ensure that the City's aesthetics are aligned with our vision and that our brand is carried through everything we do from street signs to social media.



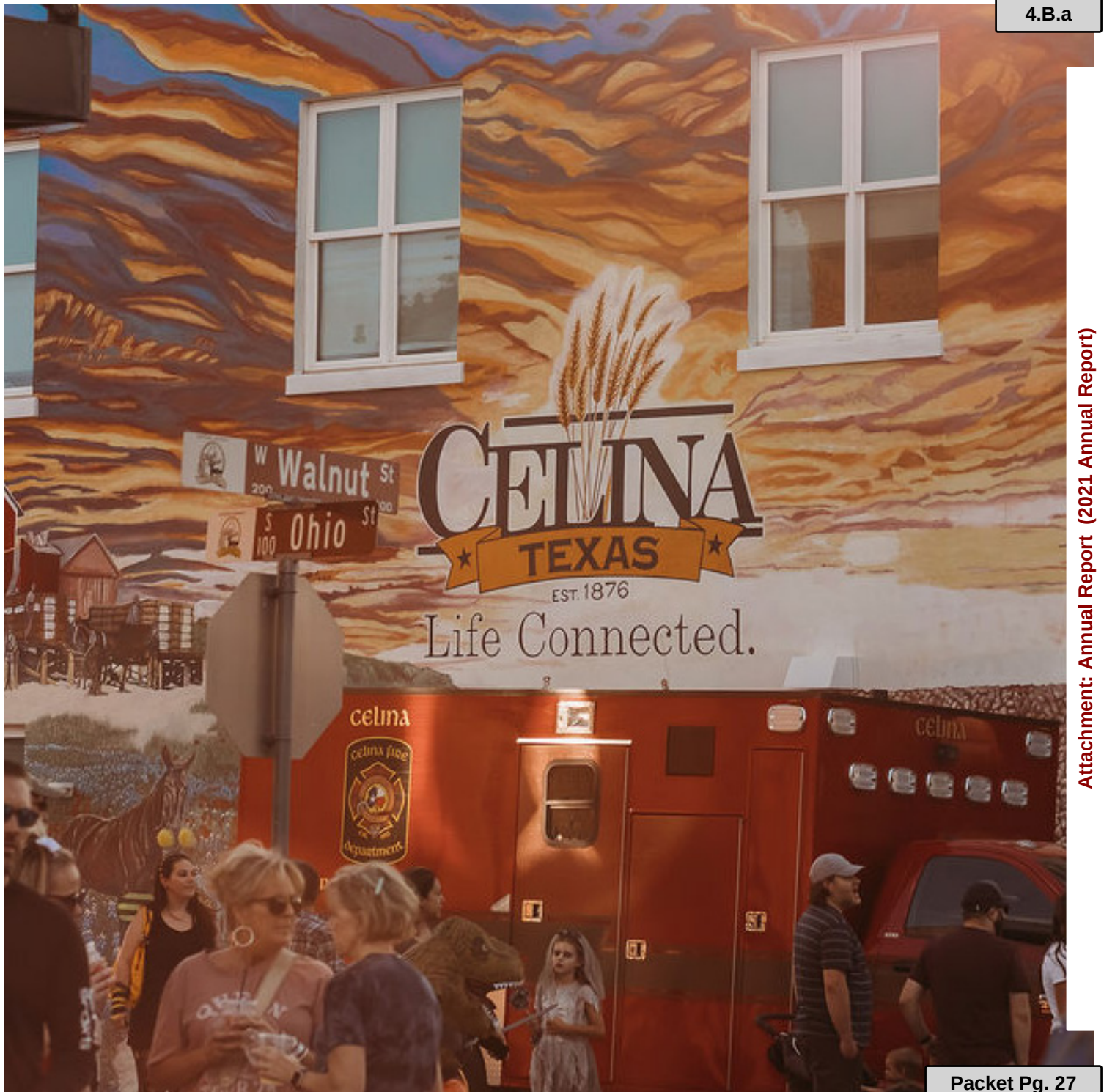
ACCOMPLISHMENTS

- Completed Downtown murals
- Installed Preston Road streetlights
- Awarded *Scenic City Designation - Platinum Status*

ON THE HORIZON

- Continuation of the Mural Project
- Created *Commercial and Multifamily Vision Book*
- Fine Arts Master Plan

Attachment: Annual Report (2021 Annual Report)



5

SUPPORT & GROW EMERGENCY SERVICES

ACCOMPLISHMENTS

- Received new replacement ambulance
- Established School Resource Officer Program with CISD
- Hired Training and Logistics Fire Captain and EMS/Fleet Fire Captain
- Hired nine Police Officers
- Ordered new fire engine and ambulance

ON THE HORIZON

- Groundbreaking of Law Enforcement Center and Fire Station #3
- Secure land for future fire and police stations
- Begin Junior Police Academy and Youth Summer Program
- Formation of the Police and Fire Department Honor Guards



Attachment: Annual Report (2021 Annual Report)



Safety and security are among the most basic human needs. It is also one of the biggest drivers of economic development and quality of life in cities. To adequately and safely accommodate growth, we must continue to proactively support and grow emergency services.

6

PRESERVE, ENHANCE, REVITALIZE & GROW DOWNTOWN

ACCOMPLISHMENTS

- Welcomed new businesses: Annie Jack (relocated), Summer Moon, and Valley Vines
- Reconstruction of Utah Street, Arizona Street, Ash Street, Elm Street, and Main Street
- Established the Downtown Commission
- Renewed the Main Street Program Membership
- Adopted Downtown Code

ON THE HORIZON

- Construction of Downtown Innerloop
- Creation of the Downtown Patio Plaza
- Increase parking in Downtown
- Install Downtown street blades





Downtown is a focal point in Celina, and it is one of our biggest strengths and opportunities. It represents the heart of our community, and we recognize its importance to our quality of life and economic development. We strive to find balance between the past and the future, ensuring that Downtown Celina retains its charm and character as new opportunities for growth arise.

7

ATTRACT & CULTIVATE THE RIGHT DEVELOPMENT IN THE RIGHT PLACES

ACCOMPLISHMENTS

- *Neighborhood Vision Book*
- Acquisition of parkland
- Parks at Wilson Creek under construction
- Edgewood under construction
- Celina Station under construction

ON THE HORIZON

- Neighborhoods under design:
 - Mosiac
 - Legacy Hills
 - Ten Mile Creek
 - Cross Creek Meadows

We want to make it easy for development to happen in the best and most appropriate locations. We will ensure that our policies and actions align with our *Vision Framework*, resulting in desirable residential and commercial development. This will result in unique places with high-quality construction that meet our community's needs.



8

DEVELOP A HIGHLY ADVANCED TECHNOLOGY & MOBILITY INFRASTRUCTURE

We want to be at the forefront of innovation in everything we do—always thinking of new and better ways to challenge the status quo with excellence. Harnessing new innovations and technology will give us a significant advantage as we work to achieve our goals.



ACCOMPLISHMENTS

- Sensus Analytics utility services customer app implemented to residents
- Launched the *Life Connected* app
- GIS Mapping Portal
- Fiber infrastructure constructed and available to 100% of Celina residents
- Implementation of *City Works* work order system

ON THE HORIZON

- Implement an alternative mobility solution for Downtown
- Install Wi-Fi in The Old Celina Park
- Install RFID system in the Library



9

PURSUE INNOVATIVE LEARNING PARTNERSHIPS

We intend to pursue new and improve current partnerships to foster innovative learning in Celina. The City will do its part to proactively collaborate and support schools, education, and new programs that are consistent with our community goals.





ACCOMPLISHMENTS

- Partnership with Celina ISD - Middle School
- Partnership and Grand Opening with Collin College
- Implemented Library homeschool program

ON THE HORIZON

- Create Internship Program
- Launch Police Explorer Program

10

CREATE & ENCOURAGE AGRITOURISM OPPORTUNITIES

We take pride in our agricultural heritage and traditions, and we want to share them with everyone in a coordinated and strategic way. The combination of agriculture and tourism (agritourism) is the perfect way for us to connect to our heritage. We intend to more readily identify our assets, market them, and create new agritourism experiences and destinations.



ACCOMPLISHMENTS

- Expand Friday Night Market
- Incorporate heritage components into City design elements

ON THE HORIZON

- 2022 Heritage Festival





Attachment: Annual Report (2021 Annual Report)



Life Connected.



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 11, 2022
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the meeting to order at 5:01 PM

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Absent	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges and Director of Government and Business Affairs Corb Howard led the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Introduction of Texas State Representative Matt Shaheen

Director of Government and Business Affairs Corb Howard introduced new State Representative Matt Shaheen, Shaheen addressed council and the audience.

B. Presentation of Planning Excellence Award (McAfee)

Executive Director of Development Services Dusty McAfee presented the award

C. Announcing the recipient of the 2021 Celina Economic Development Cooperation Gift Tour Event (Jasckson)

Director of Economic Development Cooperation Alexis Jackson introduced Jennifer from Helping Hands to receive the Gift Tour donation.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions. (McAfee, Peters, Stovall)

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

Executive Director of Development Services Dusty McAfee introduced Sharelyn Drummonds as a Code Enforcement Officer, Director of Human Resources Kristina Peters introduced new Human Resources Generalist Joyce Calvert, Assistant City Manager Karla Stovall introduced new Director of Marketing Joe Monaco, Special Events Manager Bree Shamsy and Temporary Deputy City Secretary Lauren Field

- B. Establish and Appoint an Audit Review Committee to review and provide feedback for FY-2021 audit. (Terry)

Mayor Sean Terry and Council Members Wendie Wigginton and Chad Anderson will be on the committee

- C. Discussion regarding any and/or all agenda items.

V. **OPEN FORUM:**

VI. **EXECUTIVE SESSION:**

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

- A. Discussion regarding land acquisition for Oklahoma Lift Station
- B. Discussion regarding a Development Agreement with West Preston generally located on the Rasor Tract at the Northwest corner of Preston Road and Marilee Road.
- C. Discussion regarding a Development Agreement with Cambridge Companies and Carson Carmer Developer generally located along Choate Parkway east of Kinship Parkway and west of future Custer Road
- D. Discussion regarding an amendment to a Development Agreement with North Sky generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction
- E. Discussion regarding the acquisition of real property interests for the construction of a lift station and related improvements on the Martinek property generally located south of Ash St, west of S Oklahoma Dr and east of BNSF railroad and approximately 2,400 Linear feet south west of Ash st and Oklahoma Dr intersection

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT:	Steiner

- F. Discussion Regarding Impact Fee Agreement Negotiations
- G. Discussion regarding an easement acquisition for Coit Road Water Line
- H. Discussion regarding Louisiana ROW and easement acquisitions

- I. Consider and act upon a resolution of the city council of the city of Celina, Texas finding that a public necessity exists to acquire property in fee simple for municipal purposes to install public utilities, including but not limited to, a pump station, ground storage tanks, water and wastewater transmission lines, public roadways, drainage, such appurtenant facilities as may be necessary, and other public uses, which property is generally described as being located in Samuel queen survey, abstract a0731, tract 6, 19.029 acres, generally located north of e. Sunset Blvd. and west of county road 90 and oak hill lane and being more particularly described herein; providing notice of an official determination to acquire real property for municipal purposes to install public utilities, including but not limited to, a pump station, ground storage tanks, water and wastewater transmission lines, public roadways, drainage, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal report(s) and the making of bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful; appropriating funds from a lawful source; and providing for an effective date.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT:	Steiner

- J. Discussion regarding Legacy Hills ROW & Easement Acquisition
- K. Discussion Regarding an Agreement to Convey Real Property Between Jon Cox Ousley Family Trust and the City of Celina for purchase of property to be developed in the future as a City park, to include an agreement with a foundation for the display of sculptures/public art in the future City-owned park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT:	Steiner

Reconvene Into Open Session

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

Council Member Hopkins motioned to approve item E Council Member Pierce seconded, Council Member Hopkins motioned to approve executive item I Council Member Anderson seconded, Council Member Pierce motioned to approve executive item K and Council Member Wigginton seconded. Votes are tallied on said items.

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT:	Steiner

A. Minutes Approval:

1. City Council - Regular Meeting - Dec 14, 2021 5:00 PM

- B. Consider and act upon a contract by and between the City of Celina and TRC Engineering for the design of the reconstruction of selected roads as part of the City's Annual Street Maintenance Program in the amount of \$193,050. (Figueroa)
- C. Review and Acceptance of the Quarterly Investment Report for the period ended December 31, 2021 (Bromiley)
- D. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 45 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of future Coit Road and future Glendenning Road. (CISD Coit Road Middle School – Annexation Service Agreement) (Lopez)
- E. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 65 acres within the Extraterritorial Jurisdiction, generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Annexation Service Agreement) (Lopez)
- F. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 77 acres within the Extraterritorial Jurisdiction, generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Annexation Service Agreement) (White)
- G. Consider and act upon an amendment to the Green Meadows development agreement; generally located west of Smiley Road and north of Parvin Road. (Green Meadows – 5th DA Amendment) (White)
- H. Consider and act upon a resolution consenting to the creation of Serenade Municipal Utility District, consisting of approximately 414 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of County Road 107, east of future Coit Road, north of future Stallcup Boulevard, and west of County Road 132, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (Serenade MUD Creation) (Mohan)

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

- I. Consider and act upon a resolution consenting to the creation of LaUna Ranch Municipal Utility District, consisting of approximately 666 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of future Stallcup Boulevard, approximately 2,800 feet east of County Road 132, north of County Road 135, and west of future Peterman Parkway, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (LaUna Ranch MUD Creation) (Mohan)
- J. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)
- K. Consider and act to authorize an agreement with Traditions Fire Consulting, LLC., for plan review and evaluation of life safety services in an amount not to exceed \$50,000.00. (Berry)
- L. Consider and act to authorize amendment 1 to the Frontier Parkway Water Line (Preston Hills to Lilyana) agreement with Freese and Nichols, Inc., in an amount not to exceed \$59,900.00. (Berry)
- M. Consider and act upon an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages - 2nd DA Amendment) (Mohan)
- N. Consider and act to award bid 2022-0116 for Sunset Boulevard Lift Station Force Main to Dickerson Construction Company, Inc., for the base bid in the amount of \$510,636.00 plus ten percent contingency in the amount of \$51,063.60 for a total amount not to exceed \$561,699.60. (Berry)
- O. Consider and act to award bid 2022-0115 for the Sunset Boulevard Lift Station to North Texas Contracting, Inc., for the base bid in the amount of \$4,015,407.00 plus ten percent contingency in the amount of \$401,540.70 for a total amount not to exceed \$4,416,947.70. (Berry)
- P. Consider and act to authorize an agreement for design and land survey services for Celina Parkway from the Greenway subdivision to FM 428 with Halff Associates, Inc., in an amount not to exceed \$96,000. (Berry)
- Q. Consider and act to award RFQ 2022-0112 for pre-construction services for the Public Works Service Center Building to Hill & Wilkinson General Contractors. (Berry)
- R. Report regarding the annual stormwater management plan actions. (Glasgow)
- S. Consider and act to purchase software through a cooperative contract with ICS in an amount not to exceed \$300,000. (Berry)
- T. Consider and act to authorize and execute a license agreement between the City of Celina and Southwestern Bell Telephone Co. ("AT&T") for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

- U. Consider and act to authorize an agreement for design services for the senior center with VAI Architects in an amount not to exceed \$190,000. (Berry)
- V. Consider and act to authorize an agreement for engineering services for the design of an 18 and 24 inch water line extension (Marble Ct to the PW Building) with TRC Engineers, Inc., in an amount not to exceed \$144,850.00. (Berry)
- W. Consider and Act Upon an Ordinance accepting and approving Fire Mitigation Rates. (Metdker)
- X. Consider and act upon a request to amend a development agreement with Qualico Developments (U.S.), Inc.; generally located west of FM 455 and north of CR 9, within the City Limits. (La Terra - DA 2nd Amendment) (Mohan)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 45 acres, generally located at the southwest corner of future Coit Road and future Glendenning Road, within the Extraterritorial Jurisdiction (ETJ). (CISD Coit Road Middle School – Annexation) (Lopez)

Mayor Terry opened the public hearing at 6:47 PM Director of Planning Madhuri Mohen presented

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT:	Steiner

- B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 45 acres to Community Facilities (CF), generally located at the southwest corner of future Coit Road and future Glendenning Road. (CISD Coit Road Middle School – Zoning) (Lopez)

Mayor Terry opened the public hearing at 6:48 PM Director of Planning Madhuri Mohen presented

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT:	Steiner

- C. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 65 acres within the Extraterritorial Jurisdiction (ETJ), generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Annexation) (Lopez)

Mayor Terry opened the public hearing at 6:50 PM Director of Planning Madhuri Mohen presented

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Mindy Koehne, Place 5
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 65 acres to Community Facilities (CF), generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Zoning) (Lopez)

Mayor Terry opened the public hearing at 6:51 PM Director of Planning Madhuri Mohen presented

RESULT: APPROVED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Andy Hopkins, Place 3
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- E. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 77 acres within the Extraterritorial Jurisdiction (ETJ), generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Annexation) (White)

Mayor Terry opened the public hearing at 6:52 PM Director of Planning Madhuri Mohen presented

RESULT: APPROVED [UNANIMOUS]
MOVER: Jay Pierce, Place 2
SECONDER: Andy Hopkins, Place 3
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 77 acres to Planned Development (PD) with Industrial (I) base zoning, generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Zoning) (White)

Mayor Terry opened the public hearing at 6:55 PM Senior Planner Kari White presented

RESULT: APPROVED [UNANIMOUS]
MOVER: Jay Pierce, Place 2
SECONDER: Wendie Wigginton, Place 4
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 31 acres to a Planned Development (PD) with Mixed-Use (MU) base zoning, generally located at the southwest corner of Preston Road and the Collin County Outer Loop, within the City Limits. (Preston Centra – Rezoning) (White)

Mayor Terry opened the public hearing at 6:57 PM Executive Director of Development Services Dusty McAfee presented Council Member Wigginton added Screen wall on West side and subject to batch plant permit adjustments

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Jay Pierce, Place 2
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- H. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 9.5 acres to Multi-Family District, Urban Edge (MF-2), generally located at the northwest corner of future Laughlin Lane and Preston Road, within the City Limits. (Cross Development Celina 15 MF – Rezoning) (Pollard)

Mayor Terry opened the public hearing at 7:01 PM Executive Director of Development Services Dusty McAfee presented

RESULT: APPROVED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Andy Hopkins, Place 3
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- I. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HC Celina 414, LLC; generally located at the southeast corner of future Coit Road and County Road 107 (future Marilee Road), within the Extraterritorial Jurisdiction (ETJ). (Serenade (Huffines Bray) – Development Agreement) (Mohan)

Mayor Terry opened the public hearing at 7:04 PM Executive Director of Development Services Dusty McAfee presented

RESULT: APPROVED [4 TO 1]
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Pierce, Hopkins, Koehne, Anderson
NAYS: Wigginton
ABSENT: Steiner

- J. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HC Hebron 121, Station 1, LLC; generally located at the northwest corner of future Peterman Parkway and County Road 135 (future Carl Darnall Parkway), within the Extraterritorial Jurisdiction (ETJ). (LaUna Ranch (Huffines Carter) – Development Agreement) (Mohan)

Mayor Terry opened the public hearing at 7:13 PM Executive Director of Development Services Dusty McAfee presented

RESULT: APPROVED [4 TO 1]
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Pierce, Hopkins, Koehne, Anderson
NAYS: Wigginton
ABSENT: Steiner

- K. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Sutton Fields East Public Improvement District Service and Assessment Plan, including the Phase #1 assessment roll; making a finding of special benefit to property within Phase #1 of the Sutton Fields East Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields East – PID SAP – Levy) (Lopez)

Mayor Terry recused himself and Mayor Pro Tem Koehne opened the public hearing at 7:14 PM Senior Planner Jonathan Pollard presented

RESULT: APPROVED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Wendie Wigginton, Place 4
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

IX. ACTION ITEM:

- A. Consider and act upon a resolution of intent to annex approximately 313 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (22-01 Annexation Resolution) (White)

Citizen Bobby Bishop was against his property being included, Mayor Terry and Council agreed to remove the following ID's 2593097, 2134056 and 1846783

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- B. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 449 acres, in the extraterritorial jurisdiction; generally located west of future Peterman Parkway, north of future Sunset Boulevard, east of future Legacy Drive, and south of future G. A. Moore Parkway, as described below. (21-01 Annexation Petition Verification) (Amsler)

No action was taken.

RESULT: NO ACTION

- C. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 449 acres, in the extraterritorial jurisdiction; generally located west of future Peterman Parkway, north of future Sunset Boulevard, east of future Legacy Drive, and south of future G. A. Moore Parkway, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (21-01 Annexation Petition Verification Resolution) (White)

RESULT: APPROVED [UNANIMOUS]
MOVER: Mindy Koehne, Place 5
SECONDER: Andy Hopkins, Place 3
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

- D. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project); approving and authorizing related agreements; and providing an effective date. (Sutton Fields East – PID Bond Ordinance) (Lopez)

Mayor Terry recused himself and Mayor Pro Tem Koehne read the item

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Wendie Wigginton, Place 4
AYES: Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT: Steiner

X. ADJOURNMENT:

Mayor Terry closed the meeting at 7:46 PM

XI. STAFF REPORTS:

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Lauren Field,
Date: February 8, 2022
Re:

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a council member for Place 1 and a council member for Place 6 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 7, 2022. (Field)

Background Information:

This resolution calls the annual General Election for May 7, 2027, in accordance with the Celina Home Rule Charter, and the Texas Election Code.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

The City Attorney reviewed proposed resolution.

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
RESOLUTION 2022-__R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR PLACE 1, AND A COUNCIL MEMBER FOR PLACE 6 FOR THREE (3) YEAR TERMS EACH; AUTHORIZING A JOINT ELECTION WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR, DENTON COUNTY ELECTIONS ADMINISTRATOR AND THE POLITICAL SUBDIVISIONS LOCATED ENTIRELY OR PARTIALLY INSIDE THE BOUNDARIES OF EACH COUNTY TO BE HELD ON MAY 7, 2022; PROVIDING FOR ALL NECESSARY ACTIONS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001(a)(1) of the Texas Election Code (hereinafter the “Code”) establishes the first Saturday in May as a Uniform Election Date for the purposes of conducting a General or Special Election; and

WHEREAS, Chapter 271 of the Code provides for joint elections between municipalities and school districts; and

WHEREAS, Section 3.004(a)(3) of the Code provides that the governing body of a municipality shall be the authority to order a General or Special Election; and

WHEREAS, Section 3.005(c) of the Code provides that an election ordered by an authority of a municipality shall be ordered not later than the 78th day before Election Day; and

WHEREAS, Section 31.092 of the Code provides that the County Election Officer (the “Election Officer”) may contract with the City to perform election services; and

WHEREAS, the City, the Celina Independent School District and Collin County Community College (Collin County only), will contract with Denton County and Collin County, Texas through its Election Officer to perform election services pursuant to Section 31.091; and

WHEREAS, Section 2.053 of the Code provides that a City Council may, in its discretion, declare a candidate elected to office if: (1) the candidate is the only person who has qualified to appear on the ballot for that office, and (2) no write-in candidates have submitted their names to be placed on the list for write-in candidates; and

WHEREAS, the City Council desires to and hereby calls a General Election to be conducted on May 7, 2022, to elect one (1) Council Member for Place 1 and one (1) Council Member for Place 6 for three (3) year terms each.

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

SECTION 1
INCORPORATION

That all of the above premises are true and correct and are hereby incorporated in the body of this Resolution as if fully set forth herein.

SECTION 2
DATE OF ELECTION

That it is hereby ordered that a General Election, including any necessary run-off election(s) (the "Election") shall be held in and throughout the City of Celina on Saturday, May 7, 2022, under the direction and administration of the Election Officers.

SECTION 3
PURPOSE OF ELECTION

That the purpose of said General Election is to elect a Council Member for Place 1 and a Council Member for Place 6, for three (3) year terms each.

SECTION 4
APPLICATION FOR A PLACE ON THE BALLOT

That any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the office(s) hereinbefore set forth by filing the person's sworn application with the City Secretary not later than 5:00 p.m. of the 78th day before election day, and not earlier than the 30th day before the date of the filing deadline.

SECTION 5
CANCELLATION OF ELECTION

If only one person who has qualified to appear on the ballot for each office hereinbefore set forth, and no write-in candidates have submitted their names to be placed on the list for write-in candidates, the City Council may declare the candidates elected to office and cancel the election called herein.

SECTION 6
ELECTION PRECINCT, POLLING PLACE, AND HOURS

The polling place in Collin County for the Election shall be posted at a time when determined by the Collin County Elections Administrator. The polling place in Denton County for the Election

shall be posted at a time when determined by Denton County Elections Administrator. In accordance with Section 41.031 of the Code, said polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the Election.

SECTION 7

APPOINTMENT JUDGES AND CLERKS

The Election Officers shall arrange for the appointment, notifications, training and compensation of all Election Judges and Alternate Judges in accordance with law. The presiding Judge shall appoint not less than two (2) nor more than nine (9) qualified elections clerks to serve and assist in the conduct of the election in accordance with law.

SECTION 8

COMPENSATION OF THE JUDGE AND CLERKS

The Election Judge and the Alternate Election Judge shall be compensated in accordance with Section 32.091 of the Code. The Election Judge or Clerk who delivers the returns of the Election, keys to the ballot boxes or other election equipment, and unused election supplies shall also be paid the additional sum of \$25.00 for delivering such materials. Any payment referred to in this Section shall not exceed the maximum amounts set forth in Sections 32.091 and 32.092 of the Code.

SECTION 9

METHOD OF VOTING

The Election Officer(s) is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of a Direct Record Electronic Voting System. Preparation of the official ballots for the Election shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for one (1) Council Member for Place 2, and one (1) Council Member for Place 3.

SECTION 10

GOVERNING LAW; QUALIFIED VOTERS

The Election shall be held in accordance with the Constitution of the State of Texas, the Code, and the Home Rule Charter, and all resident, qualified electors of the City shall be eligible to vote at the election. Election materials shall be printed in both English and Spanish for use at the polling place and for early voting for the Election.

SECTION 11

PUBLICATION AND POSTING OF NOTICE

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Celina City Hall, on the bulletin board or other location used for posting notices of the meetings of the City Council not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Code. In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

SECTION 12

EARLY VOTING

Early voting by personal appearance shall be conducted by the Election Officer(s), who is hereby appointed the Early Voting Clerk. The main early voting location for Collin County voters shall be located at Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas. The main early voting location for Denton County voters shall be located at Denton County Elections, 701 Kimberly Drive, Denton, Texas. Additional branch locations will be identified in the contract executed with the Collin County and Denton County Elections Administrators. The City Secretary may change the places and times of the locations contained in the contract without further City Council action after consulting with the Denton County Elections administrator and Collin County Elections administrator and determining that a change in the places or times is necessary. For the period early voting for the election is permitted by law, the Early Voting Clerk shall keep said office open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., commencing on Monday, April 25, 2022 and terminating on Tuesday, May 3, 2022 except that early voting on May 2, 2022, and May 3, 2022, shall be between the hours of 7:00 a.m. and 7:00 p.m., and (Collin County only) Saturday, April 30, 2022, (7 a.m. to 7:00 p.m.). Early voting will not be conducted on any official State and/or national holiday during the period of early voting, unless required by the Code.

Application for early voting by mail shall be delivered to the Early Voting Clerk at the same address(s) and not later than the close of regular business in the Early Voting Clerk's office or 12:00 p.m., whichever is later, on April 26, 2022.

Early voting, both by personal appearance and by mail, shall be by use of ballots which conform to the requirements of the Code, and in so doing shall permit the voters to vote for one (1) Council Member for Place 1, and one (1) Council Member for Place 6 for three (3) year terms each. The Early ballots shall be canvassed by the Early Ballot Board, which is hereby created under the direction of the Election Officer.

SECTION 13 **DELIVERY OF RETURNS**

Pursuant to Section 66.051 of the Code, immediately after the closing of the poll on the day of the Election, the election officers named in this Ordinance shall make four (4) copies of the returns. The returns shall be delivered as follows: The Election Judge shall deliver envelope #1 in person to the presiding officer of the local canvassing authority. If the presiding officer of the local canvassing authority is unavailable, the envelope shall be delivered to the general custodian of election records who shall then deliver it to the local canvassing authority before the time set for convening the local canvass. The Election Judge shall deliver envelope #2 to the general custodian of election records. The Election Judge shall retain envelope #3. The Election Judge shall deliver envelope #4 in person to the voter registrar. If the voter registrar is unavailable, the envelope shall be delivered to the general custodian of election records, who shall deliver it to the voter registrar on the next regular business day. All election records and supplies shall be preserved by the Elections Administrator/City Secretary in accordance with the Code.

SECTION 14 **CANVASSING OF RETURNS**

In accordance with Section 67.003 of the Code, the City Council shall canvass the returns not earlier than May 10, 2022, or later than May 18, 2022.

SECTION 15 **NECESSARY ACTIONS**

The Mayor, City Council, Election Officer and City staff, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 16 **SEVERABILITY CLAUSE**

It is hereby declared to be the intent of the City Council of the City of Celina that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same would have been enacted by the City Council without incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 17
ENGROSSMENT AND ENROLLMENT

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

SECTION 18
EFFECTIVE DATE

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

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8th day of February 2022.

 Sean Terry, Mayor

ATTEST:

 Lauren Field, Deputy City Secretary

APPROVED AS TO FORM:

 Lance Vanzant, City Attorney

Attachment: 2022-__R General Election May_clean LV (Calling May 2022 General Election)



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Lauren Field,
Date: February 8, 2022
Re: Charter Election

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, ordering and calling an Election to be held in said City on May 7, 2022, for the purpose of submitting to the qualified voters of the City of Celina, Texas, certain proposed amendments to the existing City Charter; designating the places at which said election is to be held; appointing the early voting clerk; making provisions for notice and publication of the election; and providing for an effective date. (Field)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Publication of proposed amendments.

Legal Review:

The City Attorney has reviewed the proposed changes and prepared the ordinance calling the election.

Supporting Documents:

Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AN ELECTION TO BE HELD ON THE NEXT UNIFORM ELECTION DATE, MAY 7, 2022, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE CITY OF CELINA, TEXAS CERTAIN PROPOSED AMENDMENTS TO THE EXISTING CITY CHARTER; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR CHARTER AMENDMENT ELECTION; PROVIDING FOR CHARTER AMENDMENTS; PROVIDING FOR OPTICA SCAN BALLOTS; PROVIDING FOR CONDUCT ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR ELECTION DAY VOTING; PROVIDING FOR ELECTION INFORMATION TO BE PROVIDED IN SPANISH; PROVIDING FOR CANVASSING OF RETURNS AND DECLARING RESULTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING AUTHORIZATION TO THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THE PURPOSE OF THIS ORDINANCE; PROVIDING FOR TRUE AND CORRECT PREAMBLE; 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 appointed members to a Charter Review Commission to propose, should it deem necessary, amendments to the City Charter to improve the effective governments of the City pursuant to the Charter; and

WHEREAS, the City Council directs the Charter Review Commission to report its findings and present its proposed amendments, if any, to the City Council; and

WHEREAS, City Council directed the Charter Review Commission on July 13, 2021 the Charter Review Commission reported its findings to said Charter, the substance of which is incorporated into the body of this ordinance; and

WHEREAS, the Local Government Code Sec. 9.004, regarding Charter Amendments for Home Rule Cities, specifies that the governing body of a municipality on its own motion may submit proposed charter amendments to the municipality's qualified voters for their approval at an election, and specifies that the Charter Amendment election be ordered by ordinance at an election to be held on the first uniform election date prescribed in the Election Code or on the earlier of the date of the next municipal general election or presidential general election, and further specifies that the election date must allow sufficient time to comply with other requirements of law and must occur on or after the 30th day after the date the ordinance is adopted; and

WHEREAS, the City of Celina will be holding a general election for City Council officers of the City Commission on May 7, 2022 (hereinafter called "General Election"); a date that occurs on or after the 30th day after the date of adoption of this ordinance; and

WHEREAS, it is officially found and determined that this Ordinance was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Open Meetings Act and the Charter of the City of Celina; and

WHEREAS, the City Council desires to submit those amendments to said Charter hereinafter set forth to the electorate of the City of Celina.

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

1. INCORPORATION PREMISES

The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

2. CHARTER AMENDMENT ELECTION

This election will be held in conjunction with the General Election. This election shall be held in and throughout the city on Saturday, the 7th day of May, between the hours of 7:00 a.m. and 7:00 p.m. at the places designated for the General Election at which time propositions will be submitted to the qualified voters for their decision.

3. CHARTER AMENDMENTS

At the General Election the following amendments to the City Charter shall be submitted to the qualified voters of the City:

PROPOSITION NO. 1

Shall Sections 1.03, 3.02, 4.03(9), 4.03(11), 7.03, 8.06, 8.07, 11.04, 11.06, 14.04 and 14.09 of the City Charter be amended throughout to correct non-substantive errors such as misspellings, punctuation, grammar and sentence structure; eliminate provisions which have been superseded by state law; and revise provisions related to practices which are outdated and no longer applicable to the City.

FOR _____ AGAINST _____

Sections 1.03, 3.02, 4.03(9), 4.03(11), 7.03, 8.06, 8.07, 11.04, 11.06, 14.04 and 14.09 of the City Charter shall be amended throughout to correct non-substantive errors such as misspellings, punctuation, grammar and sentence structure; eliminate provisions which have been superseded by state law; and revise provisions related to practices which are outdated and no longer applicable to the City, so that the paragraphs when amended shall read as follows:

SECTION 1.03 ANNEXATIONS AND DISANNEXATIONS

The City ~~may from time to time~~ **shall have the power by ordinance to fix the boundaries of the City and to** alter its boundaries by annexing any territory adjoining its present or future boundaries in any size or shape desired in any manner provided by State law, ~~with or without consent of the owners of such territory or the inhabitants thereof~~. The City may from time to time alter its boundaries by disannexing any territory adjoining its present or future boundaries by passage of an ordinance describing the territory being disannexed. Any additional territory annexed to the City shall be a part of the City for

all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the City as provided by State law. The inhabitants thereof shall be entitled to all rights and privileges of all citizens and shall be bound by the acts, ordinances, and resolutions of the City.

SECTION 3.02 QUALIFICATIONS

In addition to any other qualifications prescribed by the Texas Election Code or any other applicable law, the Mayor and each Council Member shall meet the conditions of this Charter while in office, and shall reside within the corporate limits of the City while in office. Any member of the City ~~council~~ **Council** ceasing to possess any of the qualifications specified in this Section or convicted of a felony while in office, shall immediately forfeit such position. Each candidate for election to the City Council or office of Mayor shall be a qualified voter of the City, shall be not less than twenty-one (21) years of age immediately preceding election day, shall have resided in the City not less than twelve (12) months immediately preceding election day and shall meet the requirements of the Texas Election Code.

No candidate may file in a single election for more than one (1) office or position as provided by this Charter. ~~No employee of the City shall remain an employee of the City after filing for a place on the City Council or the office of Mayor. Such filing shall constitute a voluntary resignation.~~

The position of an elected Mayor or Council Member shall become vacant when the person holding such office is elected to another elective public office, or otherwise provided by the Texas Constitution.

SECTION 4.03 CITY MANAGER - SPECIFIC POWERS AND DUTIES

The City Manager shall be responsible to the City Council for the proper administration of the affairs of the City and shall have the power and duty to:

- (1) Exercise control over all departments and subdivisions thereof created by this Charter or by ordinance.
- (2) Prepare and recommend items for inclusion in the official agenda of all City Council meetings and meetings of the Boards and Commissions as established by this Charter or by ordinance.
- (3) Prepare and submit to the City Council the annual budget and capital program and administer the budget as adopted by the City Council.
- (4) Be responsible for the proper administration of all City affairs placed in his/her hands.
- (5) See that all terms and conditions imposed in favor of the City or inhabitants in any public utility franchise are faithfully kept and performed.
- (6) See that all laws and ordinances are enforced.
- (7) Keep the City Council at all time fully advised as to the financial condition and needs of the City, and prepare and submit to the City Council an annual report on the finances and administrative activities of the City, including the report of the annual audit required by State law.

- (8) Appoint, suspend, and/or remove employees not otherwise provided for in this Charter. Appointments made by him/her shall be on the basis of experience and ability.
- (9) Attend all City Council meetings ~~and take with the right to take~~ part in ~~the~~ discussion of City business.
- (10) Recommend to the City Council for adoption such measures as he/she may deem necessary or expedient; to execute deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the City when authorized by ordinance or resolution of the City Council, and approved as to form by the City Attorney.
- (11) Perform such other duties as are specified in this Charter or as may be required by the City Council by ordinance or resolution, not inconsistent with this Charter, **or state or federal law.**

SECTION 7.03 DUTIES OF CITY ATTORNEY

The City Attorney shall be the legal adviser of, and attorney for, all of the offices and departments of the City and shall represent the City in all litigation and legal proceedings, provided, however, that the Council may retain special counsel at any time it deems appropriate and necessary. He/She shall review **as directed** and approve as to form all documents, contracts, resolutions, ordinances, and legal instruments in which the City may have an interest. The City Attorney shall perform other duties prescribed by the Charter, by ordinance or resolution of the City Council.

SECTION 8.06 ANNUAL BUDGET

It shall be the duty of the City Manager to submit an annual budget ~~not later than sixty (60) days prior to the end of the current fiscal year~~ **at a time consistent with state law** to the Council for its review, consideration and revision. The Council shall call a public hearing or hearings on the budget. The Council may adopt a budget with or without amendments. The Council may increase or decrease amounts or programs and may delete any programs or amounts except expenditures required by law or for a debt service, provided that no amendment shall increase the authorized expenditures to an amount greater than the total of the estimated income for the current fiscal year plus funds available from prior years. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations, but appropriations may be made in furtherance of improvements or other objects of work of the City which will not be completed within the current year.

SECTION 8.07 FAILURE TO ADOPT ANNUAL BUDGET

If the Council fails to adopt the budget by the twentieth day of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a ~~month to month~~ **month-to-month** basis with all items in it prorated, until such time as the Council adopts a budget for the ensuing fiscal year. The property tax levy will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by the twentieth day of September of the current fiscal year.

SECTION 11.04 CANDIDATES: FILING FOR OFFICE

Any qualified person as prescribed by Section 3.02 may make application to have his/her name placed on the official ballot for the position of Council Member or Mayor. The application shall be

made in accordance with all applicable laws. Each candidate shall execute such oath and other official form of affidavit as may be required by the City Secretary pursuant to Texas Election Code. The City Secretary shall review the application and notify the candidate whether ~~or not~~ the application satisfies the requirements of this Charter and the Texas Election Code. If an application is insufficient, the City Secretary shall return it immediately to the candidate with a statement of such insufficiency. The candidate may file a new application within the regular time for filing applications. The City Secretary shall keep on file all applications found sufficient at least until the expiration of the term of office for which such candidates filed or otherwise as provided by law.

SECTION 11.06 CANVASSING AND ELECTION RESULTS

Returns of every municipal election shall be delivered forthwith by the Election Judges to the City Secretary, with a copy of the returns being sent to the Mayor. The City Council shall canvass the returns, ~~investigate the qualifications of the candidates~~ and declare the official results of the election not less than three (3) days nor more than eleven (11) days after the date of the election, or as may be otherwise provided by the Texas Election Code.

SECTION 14.04 OFFICIAL NEWSPAPER

The City Council shall have the power to designate by resolution a newspaper of general circulation in the City as the City's official newspaper. All ordinances, captions of ordinances, notices and other matters required to be published by this Charter, by ordinance, or by State law, shall be published in the official newspaper **or other form of media allowed by state law.**

SECTION 14.09 CLAIMS FOR DAMAGE OR INJURY

The City of Celina shall never be liable for any personal injury or death, or for claims for damages or injury to real or personal property, alleged to have been caused by the negligent act or omission of any officer, agent, or employee of the City unless the person who has been injured, the person whose property has been injured or damaged, or someone on his/her behalf, shall file a claim in writing with the Risk Management Coordinator within ninety (90) days after said injury, death, or damage has occurred, stating specifically when, where, and how the injury, death, or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the City.

PROPOSITION NO. 2

Shall Section 3.06(a) of the City Charter be amended to require that the Mayor Pro Tem be elected no later than the second regular Council meeting after the election?

FOR _____ AGAINST _____

Section 3.06(a) of the City Charter shall be amended to read as follows:

SECTION 3.06 MAYOR PRO TEM AND DEPUTY MAYOR PROTEM

- A. The City Council shall elect one of its members as Mayor Pro Tem no later than the second regular Council meeting after such election or runoff election, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of his/her office, and who shall, during that time, be vested with all the powers and responsibilities belonging to the Mayor.

PROPOSITION NO. 3

Shall Section 4.02 of the City Charter be amended to authorize the City Council to designate positions classified as Department Heads?

FOR _____ AGAINST _____

Section 4.02 of the City Charter shall be amended to read as follows:

**SECTION 4.02 CITY MANAGER - DIRECTION AND SUPERVISION OF
EMPLOYEES, NON- INTERFERENCE BY COUNCIL;
APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS**

Except for the purpose of inquiries and investigations as provided by this Charter or otherwise by law, the City Council or its Members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and no Member of the Council shall give orders to any subordinate of the City Manager, either publicly or privately. Neither the Council nor any of its Members shall direct or request the appointment of any person to or his/her removal from office by the City Manager or by any of his/her subordinates. The City Manager shall be responsible for, and have the power to appoint, suspend, and/or remove all or any one of the ~~heads of the departments of the City~~ **Department Heads** with the concurrence of the City Council. **Regardless of title or supervisory authority this Section applies only to employees classified as Department Heads by official action of the City Council.**

PROPOSITION NO. 4

Shall Section 9.03 of the City Charter be amended to expand the Park and Recreation Board to 7 members and require that members be a resident of the City?

FOR _____ AGAINST _____

Section 9.03 of the City Charter shall be amended to read as follows:

SECTION 9.03 PARK AND RECREATION BOARD

The City Council shall appoint a Park and Recreation Board comprised of ~~five~~ **seven** (75) members, each of whom shall be a citizen of the City of Celina, ~~or reside in the city's extraterritorial jurisdiction~~. Members shall be appointed for three (3) year staggered terms. Such appointees shall serve without compensation. A vacancy for an unexpired term shall be filled by appointment by the City Council for the unexpired term. The Board shall select from its members a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Board.

PROPOSITION NO. 5

Shall Section 14.09 of the City Charter be amended to shorten the deadline from 6 months to 180 days to file a claim against the City for death, injury or damage?

FOR _____ AGAINST _____

Section 14.09 of the City Charter shall be amended to read as follows:

SECTION 14.09 CLAIMS FOR DAMAGE OR INJURY

The City of Celina shall never be liable for any personal injury or death, or for claims for damages or injury to real or personal property, alleged to have been caused by the negligent act or omission of any officer, agent, or employee of the City unless the person who has been injured, the person whose property has been injured or damaged, or someone on his/her behalf, shall file a claim in writing with the ~~City Secretary~~ Risk Management Coordinator within ~~six~~ninety(690) ~~months~~days after said injury, death, or damage has occurred, stating specifically when, where, and how the injury, death, or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the City.

4. OPTICAL SCAN BALLOTS

Voting shall be conducted with optical scan ballots prepared in conformity with the Texas Election Code, and there shall be at least one disabled-access voting device, such as a Direct Recording Electronic (DRE) machine at each polling place.

5. CONDUCT ELECTION

Pursuant to Subchapter D of Chapter 31 of the Texas Election Code, the City Council is further ordering that this Charter Amendment Election be conducted under the terms and conditions of Joint Election Agreement and Contract for Election Services ("Joint Election Agreement") between the City of Celina and Collin/Denton County. Chapter 31, Subchapter D of the Texas Election Code provides that a city may contract with the County Elections Officer for election services if the city is located in whole or in part in the county. In addition, this will be a joint election conducted with other entities that will also hold an election on May 7, 2022 pursuant to the Joint Election Agreement.

As authorized by Chapter 31, Subchapter D of the Texas Election Code, the Celina City Council hereby appoints the Collin/Denton County Elections Administrator, _____, _____, Celina, Texas _____, as the election officer for the purpose of conducting the May 7, 2022 Charter Amendment Election. This appointment includes services as Early Voting Clerk for the Election, Counting Station Manager, Presiding Judge of the Central Counting Station, Alternate Judge and Tabulation Supervisor.

In addition and in accordance with Chapter 66 and Chapter 31 of the Texas Election Code, the City Council hereby appoints the Collin/Denton County Elections Administrator, _____, as agent for the Custodian of Records ("Agent") for the May 7, 2022 General Election for the purpose of preserving voted ballots and other election records as required by the Texas Election Code.

6. EARLY VOTING

Early voting by personal appearance shall be conducted by the Election Officer(s), who is hereby appointed the Early Voting Clerk. The main early voting location for Collin County voters shall be located at Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas. The main early voting location for Denton County voters shall be located at Denton County Elections, 701 Kimberly Drive, Denton, Texas. Additional branch locations will be identified in the contract executed with the Collin County and Denton County Elections Administrators. The City Secretary may change the places and times of the locations contained in the contract without further City Council action after consulting with the Denton County Elections administrator and Collin County Elections administrator and determining that a change in the places or times is necessary. For the period early voting for the election is permitted by law, the Early Voting Clerk shall keep said office open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., commencing on Monday, April 25, 2022 and terminating on Tuesday, May 3, 2022 except that early voting on May 2, 2022, and May 3, 2022, shall be between the hours of 7:00 a.m. and 7:00 p.m., and (Collin City of Celina, Ordinance No. 2022-_____

County only) Saturday, April 30, 2022, (7 a.m. to 7:00 p.m.). Early voting will not be conducted on any official State and/or national holiday during the period of early voting, unless required by the Code.

Application for early voting by mail shall be delivered to the Early Voting Clerk at the same address(s) and not later than the close of regular business in the Early Voting Clerk's office or 12:00 p.m., whichever is later, on April 26, 2022.

Early voting, both by personal appearance and by mail, shall be by use of ballots which conform to the requirements of the Code, and in so doing shall permit the voters to vote for or against each Proposition. The Early ballots shall be canvassed by the Early Ballot Board, which is hereby created under the direction of the Election Officer.

7. ELECTION DAY VOTING

Election Day Voting shall take place from 7:00 a.m. to 7:00 p.m. at the locations delineated by the Collin/Denton County Election Administrator per the Joint Election Agreement. If the Elections Administrator plans to change any of the polling locations or the times, he/she shall timely notify the City of Celina so that the appropriate Justice Department Submission can be made by the City Attorney and the City Council can be made aware thereof and be given the opportunity to comment thereon.

In the event of a Runoff Election, the Celina Election Day voting locations will be as delineated by the Collin/Denton County Elections Administrator per the Joint Election Agreement. If the Elections Administrator plans to change any of the polling locations or times, he/she shall timely notify the City of Celina so that the appropriate Justice Department Submission can be made by the City Attorney and the City Council can be made aware thereof and be given the opportunity to comment thereon.

8. ELECTION INFORMATION TO BE PROVIDED IN SPANISH

The Mayor and all other election officers appointed by the City Council as being responsible for the preparation of notices, instructions, orders, ballots, and other written material pertaining to the Charter Amendment Election and shall cause each such document to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. In addition, the Mayor, and other responsible election officers are hereby authorized and directed to make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Celina City Hall, on the bulletin board or other location used for posting notices of the meetings of the City Council not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Code. In addition, thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

9. CANVASSING OF RETURNS; DECLARING RESULTS

The Collin/Denton County Elections Administrator, as Celina's designated election officer, shall provide the written return of the Election results to the City of Celina in accordance with the Texas Election Code. The City Council shall canvass the returns on a date and time set by the Mayor between the dates of May 10, 2022 and May 18, 2022 and declare the results of the Charter Amendment Election in accordance with the Texas Election Code Section 67.003(b), which provides that for elections held on the uniform election date in May, the following provisions apply:

For an election held on the uniform election date in May, the local canvass must occur not later than the 11th day after Election Day and not earlier than:

- (1) no sooner than the third day or later than the 11th day after the election;
- (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or
- (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted

10. NOTICE OF ELECTION

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Celina City Hall, on the bulletin board or other location used for posting notices of the meetings of the City Council not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Code. In addition, thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

11. AUTHORIZATION TO EXECUTE

The Mayor of the City of Celina is authorized to execute, and the City Secretary is authorized to attest to the Order on behalf of the City Council; and the Mayor or his designee is further authorized to do all other things legal and necessary in connection with the holding and consummation of the General Election which includes the giving of and the publication of the Notice of Election to be in a form as to be approved by the City Attorney.

12. PREAMBLE TRUE AND CORRECT

The facts and recitations contained in the preamble of this resolution are hereby found to be true and correct and are incorporated by reference herein and made a part hereof, as if copied verbatim.

13. 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 9th day of February 2022.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: 2022.dy- Election Ordinance_revised (Ordering May 2022 Election)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: David Amsler, Assistant
 CC: Jason Laumer, City Manager
 Date: February 8, 2022
 Re: Chapter 380 with El Puente de Celina

Action Requested:

Consider and act upon a Chapter 380 agreement between the City of Celina and El Puente de Celina and authorize the City Manager to negotiate and execute on behalf of the City of Celina. (Amsler)

Background Information:

El Puente de Celina is a 501(c) 3 non-profit responsible for coordinating the Cinco De Mayo event for the past 15 years. Celina is interested in partnering with El Puente to increase the visibility, safety, and enjoyment of the event for Celina residents and visitors. NOTE- This agreement is in draft form, City Council is giving the City Manager authority to continue negotiations and execute on behalf of the City.

Board Review/Citizen Input:

N/A

Alternatives:

Deny

Financial Considerations:

N/A

Legal Review:

City Attorney has reviewed draft and will approve final.

Supporting Documents:

Cinco De Mayo 380 Draft Agreement

Staff Recommendation:

Approve

ECONOMIC DEVELOPMENT AGREEMENT

This **AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City") and El Puente de Celina, a Texas non-profit corporation (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, 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 the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City has established a program of making loans and grants of public money to promote economic development; and

WHEREAS, the City has investigated and determined that the promotion of events such as a Cinco De Mayo Festival (the "Festival") are a benefit to local citizens and encourage tourism and economic development; and

WHEREAS, the Company is a nonprofit corporation with charitable tax exempt status under Internal Revenue Code §501C(3) with offices located at P.O. Box 82, Celina, Texas 75009 whose primary purpose is to promote business and community development; and

WHEREAS, the City desires to contract with the Company for the promotion and marketing of economic and business development and tourism activities, opportunities and programs within the City related the Festival; and

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

ARTICLE I TERM

1.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a period of five (5) years or until the obligations of both parties have been fulfilled.

The dates of the Festival shall be on Saturday:

May 7, 2022; May 6, 2023; May 4, 2024; May 3, 2025; and May 9, 2026.

1.2 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE II SCOPE OF SERVICES

2.1 City.

(a) Representatives designated by the City will coordinate with the Company regarding creative direction, programming, and vision control for the Festival.

(b) The City will arrange for road closures and traffic control in and around the City Square for the purpose of allowing the Festival sole access to the City Square, subject to any exceptions deemed necessary by the City.

(c) The City will coordinate volunteers as available to assist in set-up, operations and clean-up efforts related to the Festival.

(d) The City agrees to provide access to fire, police, and emergency services at an agreed-upon cost paid by the City. City also agrees to facilitate access to sanitation services and barricades.

2.2 Company.

(a) No later than _____ days prior to each annual Festival the Company will provide to the City a written Action Plan which will generally describe the programs and timelines for the performance of the services described in Section 2.2(b). The Company will consult with the City in the performance of such Action Plan as necessary, and the City reserves the right to require modifications of such Action Plan if the city determines that such modifications are in the interest of public health, safety and welfare.

(b) While the City agrees to make volunteers available at the Festival for general support purposes the Company agrees to provide through its volunteers or third party contractors the following goods and services: tenting, decor, tables, chairs, food, water and other necessary items for its contractors and volunteers.

(c) All net proceeds from the Festival shall be used to fund scholarship programs for students enrolled in the Celina Independent School District.

(d) Following each annual Festival, the Company will prepare and provide to the City a written report listing and describing the actual Festival events held, the attendance and overall outcome of the Festival.

ARTICLE III TERMINATION

3.1 This Agreement may be terminated upon any one of the following:

(a) by either the City or the Company for any reason upon one-hundred and eighty (180) days advance written notice to the other party;

(b) by mutual written agreement of the parties;

(c) by City or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and

such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be; or

(d) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE IV RECORDS AND ACCOUNTS

The Company will maintain in accordance with generally accepted accounting practices accounts, documents and other materials related to the costs, expenditures and receipts incurred or made pursuant to this Agreement. All such material will be subject to inspection and audit at reasonable times by representatives of the City but no later than three (3) business days following written request by the City. The Company understands that any records related to this Agreement may be subject to disclosure as a public record under the Texas Public Information Act and the Company will cooperate with the City in responding to any request under such law.

ARTICLE V MISCELLANEOUS

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of City, which consent shall not be unreasonably withheld or delayed.

5.2 Independent Contractor. In performing this Agreement the Company is an independent contractor, not subject to control or direction by the City except for such oversight as is herein described or otherwise set forth by applicable law. The Company and its contractors and volunteers will make no claim of City employment nor will claim against the City any employment related benefits.

5.3 Limitation of Liability. It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by an person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Festival under this agreement unless caused by the negligence of the City. By entering this Agreement the City does not waive any governmental immunity available to the City under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.4 Assignment. This Agreement may not be assigned or transferred by the Company

to any other person or entity without the prior written consent of the City.

5.5 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

5.6 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.7 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009

With a copy to:

Attn:

If intended for the Company:

Attn:

With a copy to:

Attn:

5.8 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.9 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

5.10 Amendment. This Agreement may only be amended by the mutual written
AGREEMENT BY AND BETWEEN THE CITY OF CELINA

PAGE 4

agreement of the parties.

5.11 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.12 Recitals. The recitals to this Agreement are incorporated herein.

5.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

5.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.15 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering and performing its obligations under this Agreement.

5.16 Severability. If any provision of the Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

[Signature Pages Follow]

EXECUTED as of the ____ day of _____, 2021.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

EL PUENTE DE CELINA

By: _____
Name: _____
Title: _____



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: West Preston MUD Creation

Action Requested:

Consider and act upon a resolution consenting to the creation of West Preston Municipal Utility District No. 1 of Collin County, consisting of approximately 1,098 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located at the southwest corner of Preston Road and Marilee Road, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (West Preston MUD Creation) (Mohan)

Applicant:

Kimley-Horn
400 N. Oklahoma Dr., Ste. 105
Celina, TX 75009

Background:

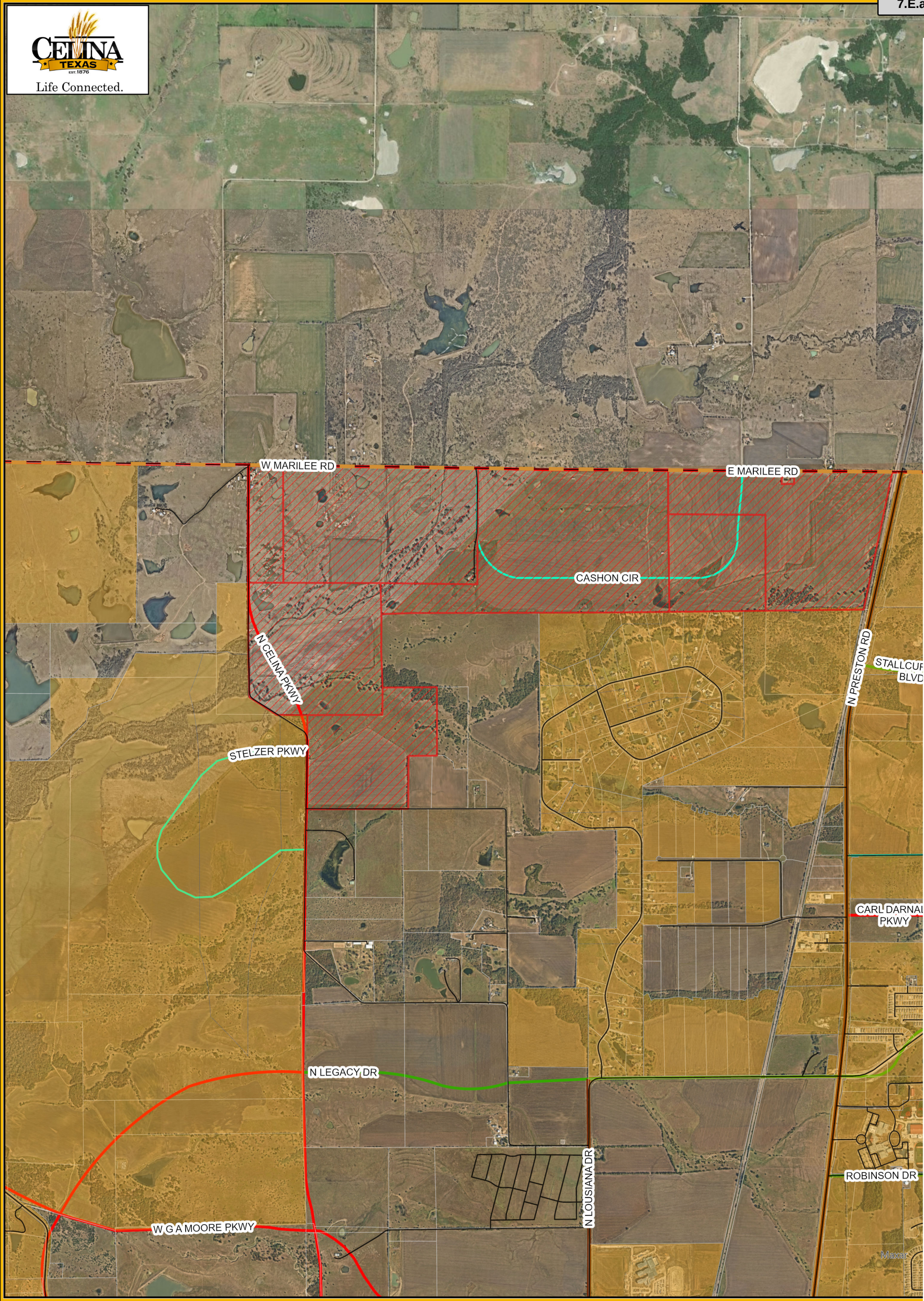
Attached is the draft resolution consenting to the creation of "West Preston Municipal Utility District No. 1 of Collin County" for the Razor Ranch tract.

Supporting Documents:

- Location Map
- Draft Resolution

Staff Recommendation:

Staff recommends approval.



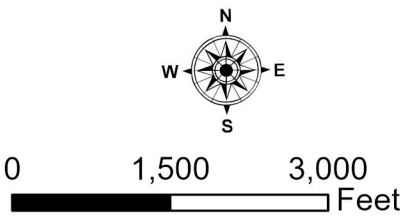
Attachment: Location Map (West Preston MUD Creation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Rasor Ranch
Location Map
City of Celina

12/22/2021



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE CREATION OF “WEST PRESTON MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY,” ON APPROXIMATELY 1,098 ACRES, MORE OR LESS, LOCATED EAST OF COLLIN COUNTY ROAD 58 AND WEST OF PRESTON ROAD WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, BUT THE OWNER WILL PETITION FOR VOLUNTARY ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF CELINA PRIOR TO CREATION AND EXIST AS AN IN-CITY MUNICIPAL UTILITY DISTRICT, AND CONSENTING TO THE ISSUANCE OF BONDS FOR WATERWORKS, SEWER, DRAINAGE, AND ROADS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rasor Family Ranch, LP, a Texas limited partnership (the “Petitioner”), desires that the City of Celina, Texas (the “City”) consent to the creation of West Preston Municipal Utility District No. 1 of Collin County (the “District”) to serve the approximately 1,098 acres of land, more or less, in Collin County, Texas, as described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, the Property to be included within the District is currently located within the extraterritorial jurisdiction of the City, and the Petitioner intends to file a petition for voluntarily annexation of the Property into the corporate limits of the City so that the entirety of the Property will be located wholly within the corporate limits of the City at the time of creation of the District; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Celina, Texas a Petition for Consent to Creation of West Preston Municipal Utility District No. 1 of Collin County, attached hereto as Exhibit “B” and incorporated for all purposes (the “Petition”); and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City of Celina, Texas desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. Consent. That the City Council of the City of Celina hereby grants its consent to the creation of the District and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the creation of West Preston Municipal Utility District No. 1 of Collin County on that portion of the property legally described in Exhibit "A" and currently located within the extraterritorial jurisdiction of the City of Celina, but the Petitioner intends to file a petition for voluntary annexation of the Property so that it will be located wholly within the corporate limits of the City of Celina at the time of creation of the District, and to evidence the City of Celina's consent to the issuance of bonds in the amount not to exceed Five Hundred Million Dollars (\$500,000,000.00) for the purchase, construction, acquisition, and extension of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

Section 3. Effective Date. That this resolution take effect immediately from and after its passage and is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Celina, Texas on the ____ day of _____, 20____.

Mayor

ATTEST:

City Secretary

(CITY SEAL)

Attachment: Draft Resolution (West Preston MUD Creation)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

FIELD NOTE DESCRIPTION

1097.42 ACRES

BEING a tract of land situated in the JAS M. CULWELL SURVEY, ABSTRACT #195, the JOHN DAVIS SURVEY, ABSTRACT #256, the J.M. FELAND SURVEY, ABSTRACT #316, the J.T. MEAFFEE SURVEY, ABSTRACT #632, the GABRIEL CHENOWETH SURVEY, ABSTRACT #140, the P. NEWSOME SURVEY, ABSTRACT #665, the W.C. LEWIS SURVEY, ABSTRACT #549, the THOMAS BRUCE SURVEY, ABSTRACT #104, of Collin County, Texas, said tract being all those tracts of land referred to as Tracts 1, 2, 3, 4 and 5, conveyed to the Rasor Family Ranch, LP, according to the document filed of record in Document Number 20071231001718360, Official Public Record Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the Collin and Grayson County line, located within County Line Road, a.k.a. Marilee Road, for the northeast corner of said Tract 2, being in the west line of the Burlington Northern Santa Fe Railroad;

THENCE South 13°45'00" West, a distance of 2806.72 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 98.83 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 202.67 feet to a point for corner;

THENCE North 88°27'00" West, a distance of 747.55 feet to a point for corner;

THENCE North 1°00'00" East, a distance of 3.94 feet to a point for corner;

THENCE South 88°15'00" West, a distance of 71.94 feet to a point for corner;

THENCE South 73°15'00" West, a distance of 58.03 feet to a point for corner;

THENCE South 57°45'00" West, a distance of 181.50 feet to a point for corner;

THENCE North 76°45'00" West, a distance of 203.28 feet to a point for corner;

THENCE North 88°37'00" West, a distance of 268.62 feet to a point for corner;

THENCE North 84°45'00" West, a distance of 156.42 feet to a point for corner;

THENCE North 86°30'00" West, a distance of 165.00 feet to a point for corner;

THENCE North 89°30'59" West, a distance of 1860.54 feet to a point for corner;

THENCE South 89°56'49" West, a distance of 221.20 feet to a point for corner;

Attachment: Draft Resolution (West Preston MUD Creation)

THENCE North 88°53'48" West, a distance of 293.60 feet to a point for corner;
THENCE North 89°06'48" West, a distance of 842.29 feet to a point for corner;
THENCE North 88°43'48" West, a distance of 558.63 feet to a point for corner;
THENCE North 88°58'48" West, a distance of 724.83 feet to a point for corner;
THENCE North 89°30'48" West, a distance of 1095.51 feet to a point for corner;
THENCE North 85°19'48" West, a distance of 184.73 feet to a point for corner;
THENCE North 88°44'48" West, a distance of 1302.47 feet to a point for corner;
THENCE North 89°57'48" West, a distance of 625.24 feet to a point for corner;
THENCE South 1°05'12" West, a distance of 812.24 feet to a point for corner;
THENCE South 0°58'25" West, a distance of 680.99 feet to a point for corner;
THENCE South 89°59'07" East, a distance of 137.89 feet to a point for corner;
THENCE South 89°40'07" East, a distance of 148.80 feet to a point for corner;
THENCE South 89°21'07" East, a distance of 822.44 feet to a point for corner;
THENCE South 1°06'53" West, a distance of 1390.54 feet to a point for corner;
THENCE North 89°39'07" West, a distance of 580.00 feet to a point for corner;
THENCE South 1°35'53" West, a distance of 1082.20 feet to a point for corner;
THENCE North 88°55'07" West, a distance of 2065.60 feet to a point for corner;
THENCE North 2°04'54" East, a distance of 1392.76 feet to a point for corner;
THENCE North 4°03'53" East, a distance of 147.20 feet to a point for corner;
THENCE North 2°02'53" East, a distance of 381.54 feet to a point for corner;
THENCE North 87°58'48" West, a distance of 636.15 feet to a point for corner;
THENCE North 56°16'48" West, a distance of 647.20 feet to a point for corner;
THENCE North 0°05'48" West, a distance of 1225.66 feet to a point for corner;

THENCE North 1°30'12" East, a distance of 3500.00 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2085.66 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2566.64 feet to a point for corner;

THENCE South 87°31'48" East, a distance of 1275.30 feet to a point for corner;

THENCE South 88°01'48" East, a distance of 2606.30 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 2927.10 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 443.94 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 1224.44 feet to the **POINT OF BEGINNING** and containing 1097.420 acres or 47,803,631 square feet of land, more or less.

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

EXHIBIT “B”

PETITION FOR CONSENT TO CREATION OF
WEST PRESTON MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

THE STATE OF TEXAS §

COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CELINA:

The undersigned (collectively, the “Petitioner”), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.042 of the Texas Local Government Code, respectfully petitions this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be “West Preston Municipal Utility District No. 1 of Collin County” (the “District”).

II.

The District shall be organized under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of approximately 1,098 acres of land (the “Property”), situated within Collin County, Texas, described by metes and bounds in Exhibit “A,” attached hereto and incorporated herein. The Property is currently located wholly within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas, and the Petitioner intends to voluntarily annex the Property into the corporate limits of the City of Celina.

IV.

The undersigned constitutes a majority in value of the holders of title to the lands in the proposed District, as shown by the tax rolls and conveyances of record since the date of preparation of said county tax rolls.

V.

The proposed District shall be organized for the following purposes:

016694.000001\4866-8947-9436.v1

Attachment: Draft Resolution (West Preston MUD Creation)

- (1) provide a water supply for the District for municipal and domestic uses;
- (2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;
- (4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and
- (5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

The aforementioned purposes may be accomplished by any mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the extent authorized by law and the creation of the District, to the end that public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected and restored.

VI.

The general nature of the work anticipated to be done by the District at the present time is: (i) the construction of a water distribution system for domestic purposes; (ii) the construction of a sanitary sewer system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the construction and financing of macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads; and (v) such other construction, installation, maintenance, purchase and operation of such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized, all to the extent authorized by law from time to time.

VII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities and services, or roads. The health and welfare of the future inhabitants of the District require the provision of adequate water, storm and sanitary sewer facilities and services, and roads.

The provisions of such water, storm and sanitary sewer facilities and services, and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters, and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

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The property cannot be developed without the creation of the District to finance the water, sanitary sewer, and drainage facilities and services, and roads; therefore, a public necessity exists.

VIII.

The proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the proposed District is of such nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said territory will be rapidly developed for residential use.

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately \$500,000,000.00.

X.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Celina, Texas, adopt a resolution giving its written consent to the creation of the District.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED this the 1 day of February, 2022.

PETITIONER:

RASOR FAMILY RANCH LP,
a Texas limited partnership

By: J.T. Rasor & Co., LLC,
a Texas limited liability company
its General Partner

By: [Signature]
Name: John Rasor
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 1 day of February, 2022 by John Rasor, Manager of J.T. Rasor & Co., LLC, a Texas limited liability company, General Partner of Rasor Family Ranch LP, a Texas limited partnership, on behalf of said limited partnership.

[Signature]
Notary Public in and for the State of Texas

(SEAL)



016694.000001\4866-8947-9436.v1

Attachment: Draft Resolution (West Preston MUD Creation)



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: John Cullison, Police Chief
 Date: February 8, 2022
 Re: Police CID and CRU Vehicles

Action Requested:

Consider and act to purchase three vehicles for the Police Department with various vendors through a cooperative contract in an amount not to exceed \$116,194.81. (Berry)

Background Information:

Staff requests authorization to procure three new vehicles for the Police Department from the following vendors and contracts.

ITEM	VENDOR	CONTRACT	AMOUNT
CID - Ford F150 Crew Cab	Sam Pack's Five Star Ford	BuyBoard 601-19	\$ 34,733.64
CID - Ford F150 Crew Cab	Sam Pack's Five Star Ford	BuyBoard 601-19	\$ 34,733.64
CRU -Ford F150 Crew Cab 4x4	Sam Pack's Five Star Ford	BuyBoard 601-19	\$ 34,733.64
CID Outfitting Defender	Defender	Tarrant Co	\$ 3,935.00
CID Outfitting Defender	Defender	Tarrant Co	\$ 3,935.00
BuyBoard Fee	Sam Pack's Five Star Ford		\$ 400.00
			\$116,194.81

The City maintains an executed Interlocal Agreement with above the cooperative agencies. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quotes

Staff Recommendation:

Authorize the purchase as recommended.

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
Cars and Light Trucks
Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner
BuyBoard - 601-19

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner
BuyBoard - 601-19

Sam Pack's Rep: AUSTIN MOORE

Date: 12/16/2021

Phone #

Interior and
Exterior Color
Code

WHITE

Base Price:	\$ 20,085.00
-------------	--------------

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic Transmission	Included			
	Air Conditioning	Included			
	POWER GROUP	\$ 1,170.00			
	CRUISE	\$ 325.00			
	SYNC SYSTEM	Included			
	3.5L V6	Included			
	UPGRADE TO 5.0L V8	\$ 1,995.00			
	CLOTHSEATING	Included			
	145 WB	Included			
	CREW CAB OPTION	\$ 7,362.00			
W1E	4x4	\$ 4,510.00			

Total of B. - Published Options	\$ 15,362.00
--	---------------------

[illegible]

Total of C. - Dealer Published Options	\$	-
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[illegible]

Off Menu	Options limited to 25% of Published Price	Current %	2.03%	Total of D. - Off Menu Options	\$720.00
	Delivery Charges		22 Miles @ \$1.49/mile		\$ 32.78
	Floorplan Expense		15 Days	\$5.43 Per Diem	\$ 81.38
	Lot Insurance Expense		15 Days	\$5.43 Per Diem	\$ 81.38
	Manufacturer Delivery Fee				\$ 1,695.00
				Total Each	\$ 38,057.53
	Quantity Ordered	1	X F =		\$ 38,057.53
	Administrative Fee				\$ 400.00
	Trade In Allowance - Non-Equipment debits and credits				\$ -
	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$38,457.53

Attachment: CRU - CITY OF CELINA W1E 4x4 (FY 22 Police Vehicles)

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT Cars and Light Trucks Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner BuyBoard - 601-19

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner
BuyBoard - 601-19



Date	12/13/2021
Estimate #	32819
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Celina TX PD 110 North Colorado Celina, Texas 75009

Customer Contact	Alex Jones
Customer Phone	972-382-2121
Customer E-mail	ajones@Celina-tx.gov

2022 Ford F-150 Crew C...		Vehicle Base Color - Black		
Description	Location	Qty	Price	Total
All Parts are for a 2022 Ford F-150 Crew Cab				
CID Unit				
Customer PO #				
Title Vehicle as: City of Celina 110 North Colorado Celina, Texas 75009				
Celina TX PD - WO # - Work Order				
Whelen FST WecanX Inner Edge for 2015-2020 and 2021+ F150 Responder (front, 10-lights)		1	775.00	775.00
Whelen HHS3200 Hand Held Siren/Light Controller		1	394.62	394.62
Whelen Speaker, Black Plastic			235.43	235.43
Whelen Behind the Grill Siren Speaker Bracket - 2015+ Ford F-150			29.00	29.00
Installation of Above Emergency Equipment as Listed		5	110.00	550.00
Whelen Eight Lamp TIR3? Super-LED? Traffic Advisor?with Two End Flashing LEDs - Red/Amber/Blue with On/Off Override Kill Switch		1	436.13	436.13
Installation of Above Whelen Light		3	110.00	330.00
Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (R/B) Inserted in the Reverse Section of the Tail Lights. Includes Installation.		1	334.87	334.87
		1		0.00
Shipping of Above Emergency Parts for Upfit		1	40.00	40.00
Misc. Shop Supplies		1	20.00	20.00
Wash and Prepare Vehicle for Delivery to Customer		1	100.00	100.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	689.95	689.95

Attachment: CID Trucks - Defender (FY 22 Police Vehicles)

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature



Date	12/13/2021
Estimate #	32819
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Celina TX PD 110 North Colorado Celina, Texas 75009

Customer Contact	Alex Jones
Customer Phone	972-382-2121
Customer E-mail	ajones@Celina-tx.gov

2022 Ford F-150 Crew Cab 4x4	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Customer to Pick Up Vehicle(s)				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	\$3,935.00
--	-------------------

Signature _____

Attachment: CID Trucks - Defender (FY 22 Police Vehicles)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Uptown Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, consenting to the addition of certain land into Uptown Municipal Utility District No. 1 of Collin County. (Uptown Resolution) (Mohan)

Background Information:

Attached is a draft resolution consenting to the addition of approximately 30 acres of land into Uptown's Municipal Utility District No. 1 of Collin County.

Supporting Documents:

- Draft Resolution

Staff Recommendation:

Staff recommends approval as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, CONSENTING TO
THE ADDITION OF CERTAIN LAND INTO UPTOWN MUNICIPAL
UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

WHEREAS, on _____, the City of Celina, Texas (the “City”) received a Petition for Consent to Addition of Land to a Municipal Utility District (the “Petition”) executed by Uptown Celina Partners L.P., a Texas limited partnership (the “Petitioner”), attached hereto as Exhibit “A”; and

WHEREAS, the Petition seeks to add that certain 29.815 acre tract of land described therein (the “Property”) to Uptown Municipal Utility District No. 1 of Collin County (the “District”), the same being located in the corporate limits of the City; and

WHEREAS, Texas Water Code, Section 54.016, provides that no land within the corporate limits of a city shall be included in a district without the written consent of such city; and

WHEREAS, the City Council desires to give its consent to the addition of the Property to the District; and

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its written consent, pursuant to Section 54.016, Texas Water Code, to the addition of the Property to the District.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the ____ day of _____, 2022.

Mayor

ATTEST:

City Secretary

Attachment: Draft Resolution (Uptown Resolution)

EXHIBIT “A”
Petition

(see next page)

PETITION FOR CONSENT TO ANNEXATION OF LAND
INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

THE STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CELINA,
 TEXAS:

The undersigned, Rockhill Capital & Investments, LLC, a Texas limited liability company (the "Petitioner"), being the holder of title to a majority in value of the property described in Exhibit "A" attached hereto (the "Property"), respectfully petitions the City of Celina, Texas (the "City") for its consent to the annexation of the Property into Uptown Municipal Utility District No. 1 of Collin County ("District"). In support of this Petition, the Petitioner would show the following:

I.

The Property sought to be added to the District is described by the metes and bounds descriptions in Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

The Property lies wholly within Collin County, Texas, and wholly within the corporate limits of the City.

III.

The Petitioner is the holder of title to a majority in value of the Property as shown by the Collin County Tax Rolls and conveyances of record.

IV.

The District was organized, created and established pursuant to House Bill No. 4627, 87th Texas Legislature, Regular Session, codified at Chapter 7909A Special District Local Laws Code, effective September 1, 2021, and operates pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District is generally empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic purposes;

the construction, maintenance and operation of a sanitary sewer collection system; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer, and drainage facilities and roads. The health and welfare of the future inhabitants of the Property require the acquisition and installation of an adequate waterworks, sanitary sewer, and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be developed for residential purposes in the foreseeable future.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$25,000,000.00.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Celina, Texas, adopt a resolution giving its written consent to the addition of the Property to the District.

[SIGNATURES ON THE FOLLOWING PAGES]

RESPECTFULLY SUBMITTED THIS ____ day of _____, 2022.

PETITIONER:

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

By: Uptown Celina Partners GP, LLC,
a Texas limited liability company
its general partner

By: _____
Name: Ryan G. Griffin
Title: Manager

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2022, by Ryan G. Griffin, Manager of Uptown Celina Partners GP, LLC, a Texas limited liability company, general partner of Uptown Celina Partners L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Attachment: Draft Resolution (Uptown Resolution)

EXHIBIT "A"TRACT 1

BEING A TRACT OF LAND LOCATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO JOE E. HACKNEY AND WIFE, HAZEL M. HACKNEY, RECORDED IN INSTRUMENT NO. 96-0063441, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8-INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW D. KIRAN, RECORDED IN INSTRUMENT NO. 20070418000520430, O.P.R.C.C.T., AT THE NORTH COMMON CORNER OF SAID HACKNEY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MARK A. JOHNSON, RECORDED IN VOLUME 5038, PAGE 7629, DEED RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 455, A 90-FOOT RIGHT-OF-WAY, AT THE WEST COMMON CORNER OF SAID JOHNSON TRACT AND SAID KIRAN TRACT BEARS SOUTH 89°18'26" WEST, A DISTANCE OF 1714.40 FEET;
 THENCE NORTH 89°19'06" EAST, A DISTANCE OF 900.24 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BILLY STELZER AND JULIA STELZER, CO-TRUSTEES OF THE STELZER REVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 20141006001089690, O.P.R.C.C.T. AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND SAID KIRAN TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE KIRAN TRACT BEARS NORTH 00°42'34" WEST, A DISTANCE OF 831.54 FEET;
 THENCE SOUTH 00°31'51" EAST, ALONG THE COMMON LINE OF SAID HACKNEY TRACT AND SAID STELZER TRACT, A DISTANCE OF 479.09 FEET TO A 3/8-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA LTD., RECORDED IN INSTRUMENT NO. 20180323000355690, O.P.R.C.C.T.;
 THENCE SOUTH 89°28'43" WEST, A DISTANCE OF 910.17 FEET TO A 3/8-INCH IRON ROD FOUND AT THE WEST COMMON CORNER OF SAID HACKNEY TRACT AND SAID OLD CELINA TRACT, SAME BEING THE SOUTH COMMON CORNER OF SAID HACKNEY TRACT AND SAID JOHNSON TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THE OLD CELINA TRACT BEARS SOUTH 87°38'51" WEST, A DISTANCE OF 58.03 FEET;
 THENCE NORTH 00°39'47" EAST, A DISTANCE OF 476.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 432,525 SQUARE FEET OR 9.929 ACRES OF LAND, MORE OR LESS.

TRACT 2

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 804 AND THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO CROWN S LTD., RECORDED IN INSTRUMENT NUMBERS 97-0061953, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE WEST LINE OF SAID CROWN S LTD. TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CROWN S LTD. TRACT BEARS SOUTH 00°31'56" EAST, A DISTANCE OF 455.68 FEET;

THENCE NORTH 00°31'56" WEST, ALONG SAID WEST LINE, A DISTANCE OF 396.70 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER, FROM WHICH A 1/2-INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID WEST LINE OF THE CROWN S LTD. TRACT BEARS NORTH 00°31'56" WEST, A DISTANCE OF 691.03 FEET;

THENCE SOUTH 85°05'29" EAST, A DISTANCE OF 223.69 FEET TO A METAL FENCE POST FOR CORNER FOR CORNER;

THENCE NORTH 84°55'10" EAST, A DISTANCE OF 644.73 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 50°38'02" WEST, A DISTANCE OF 154.60 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 79°14'54" WEST, A DISTANCE OF 331.44 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 59°43'30" WEST, A DISTANCE OF 287.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 52°17'38" WEST, A DISTANCE OF 212.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 139,590 SQUARE FEET OR 3.205 ACRES OF LAND, MORE OR LESS.

TRACT 3

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 804, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO CROWN S LTD., RECORDED IN INSTRUMENT NUMBERS 97-0061953, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NO. 20170403000416890, O.P.R.C.C.T., FROM WHICH A 5/8-INCH IRON ROD FOUND WITH A CAP STAMPED "TXDOT" FOUND AT THE NORTH CORNER OF SAID STATE OF TEXAS TRACT BEARS NORTH 06°54'50" WEST, A DISTANCE OF 55.27 FEET;

THENCE SOUTH 06°54'50" WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 218.27 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 71°30'57" WEST, LEAVING SAID WEST LINE, A DISTANCE OF 144.40 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 65°17'11" WEST, A DISTANCE OF 183.52 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 87°43'55" WEST, A DISTANCE OF 116.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 60°36'39" WEST, A DISTANCE OF 85.53 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 26°02'46" WEST, A DISTANCE OF 94.84 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 76°09'55" WEST, A DISTANCE OF 42.18 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 05°25'46" EAST, A DISTANCE OF 331.27 FEET TO A 5 METAL FENCE POST FOR CORNER;

THENCE SOUTH 89°46'59" EAST, A DISTANCE OF 572.10 FEET THE POINT OF BEGINNING AND CONTAINING 130,829 SQUARE FEET OR 3.003 ACRES OF LAND, MORE OR LESS.

TRACT 4

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805, COLLIN COUNTY, TEXAS AND BEING PART OF LOTS 1 AND 2, BLOCK A OF LOTS 1 AND 2, BLOCK A, CELINA 22 ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2020, SLIDE 77, MAP RECORDS, COLLIN COUNTY, TEXAS (M.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF A 30-FOOT RIGHT-OF-WAY ACCORDING TO THE OFFICIAL MAP OF THE TOWN OF CELINA, TEXAS, RECORDED IN CABINET 1, SLIDE 51, M.R.C.C.T. AT THE SOUTH COMMON CORNER OF SAID CELINA 22 ADDITION AND LOT 1, BLOCK ONE OF THE SNYDER ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2006, SLIDE 290, M.R.C.C.T.;

THENCE NORTH 00°35'57" EAST, ALONG THE COMMON LINE OF SAID ADDITIONS, A DISTANCE OF 295.71 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89°41'30" WEST, CONTINUING ALONG THE COMMON LINE OF SAID ADDITIONS, A DISTANCE OF 300.18 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID ADDITIONS;

THENCE NORTH 00°01'10" EAST, LEAVING SAID COMMON LINE AND ALONG THE WEST LINE OF SAID LOT 1 OF CELINA 22 ADDITION, A DISTANCE OF 277.40 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET NEAR THE CENTER OF AN EXISTING DIRT DRAINAGE CHANNEL;

THENCE EASTERLY, ALONG OR NEAR THE CENTER OF SAID CHANNEL, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

SOUTH 89°58'50" EAST, A DISTANCE OF 8.20 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 39°50'33" EAST, A DISTANCE OF 36.15 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 66°32'24" EAST, A DISTANCE OF 20.04 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 57°06'31" EAST, A DISTANCE OF 22.85 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 22°04'34" EAST, A DISTANCE OF 29.32 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 66°50'02" EAST, A DISTANCE OF 68.26 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 79°05'03" EAST, A DISTANCE OF 56.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 77°19'27" EAST, A DISTANCE OF 381.14 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 38°12'38" EAST, A DISTANCE OF 114.96 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 49°58'14" EAST, A DISTANCE OF 140.14 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 77°52'18" EAST, A DISTANCE OF 92.86 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 86°06'28" EAST, A DISTANCE OF 36.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 86°24'41" EAST, A DISTANCE OF 165.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 89°18'59" EAST, A DISTANCE OF 138.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 69°27'08" EAST, A DISTANCE OF 95.10 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 80°52'46" EAST, A DISTANCE OF 37.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 80°07'57" EAST, A DISTANCE OF 65.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 289 BUSINESS (N. LOUISIANA DRIVE), A VARIABLE WIDTH RIGHT-OF-WAY, SAME BEING THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO VAN NICHOLS FAMILY LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NO. 20190613000682510, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.);

THENCE SOUTH 10°35'38" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID WESTERLY LINE OF SAID VAN NICHOLS TRACT, A DISTANCE OF 412.92 FEET TO A 1/2-INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LEWIS DICKERSON, RECORDED IN INSTRUMENT NO. 20100510000463340, O.P.R.C.C.T. AT THE SOUTHWEST CORNER OF SAID VAN NICHOLS TRACT;

THENCE SOUTH 88°52'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 61.20 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE EASTERLY LINE OF SAID CELINA 22 ADDITION AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 289 BUSINESS AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID DICKERSON TRACT;

THENCE SOUTH 10°39'46" WEST, ALONG SAID EASTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 0.77 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE NORTH LINE OF SAID 30-FOOT RIGHT-OF-WAY AT THE SOUTHEAST CORNER OF SAID CELINA 22 ADDITION;

THENCE SOUTH 89°24'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 935.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 595,815 SQUARE FEET OR 13.678 ACRES OF LAND, MORE OR LESS.



BOUNDARY EXHIBIT					
VILLAGES AT UPTOWN					
CITY OF CELINA					
COLLIN COUNTY, TEXAS					
 DOWDEY, ANDERSON & ASSOCIATES, INC. 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-1100 STATE REGISTRATION NUMBER: F-399					
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB
			2022-01-27		
					Packet Pg. 10



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: County Road 57 Name Change

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, renaming a section of County Road 57 to North Florida Drive. (County Road 57 Name Change) (Colakovic)

Background Information:

A section of County Road 57 is being renamed to North Florida Drive. Exhibit A of the attached resolution shows which portion of CR 57 is being renamed.

Supporting Documents:

- Draft Resolution

Staff Recommendation:

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CELINA, TEXAS, RENAMING A SECTION OF
COUNTY ROAD 57 TO NORTH FLORIDA DR**

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

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

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

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

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

SECTION 1: The following street names shall be changed immediately, street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 57, from the most Southern Boundary of Uptown Celina Partners LP (PROP ID: 2835455), to the curve of County Road 57 and the most Northern Boundary of Uptown Celina Partners LP (PROP ID: 2835455), shall become North Florida Drive, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of February, 2022.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

[SEAL]

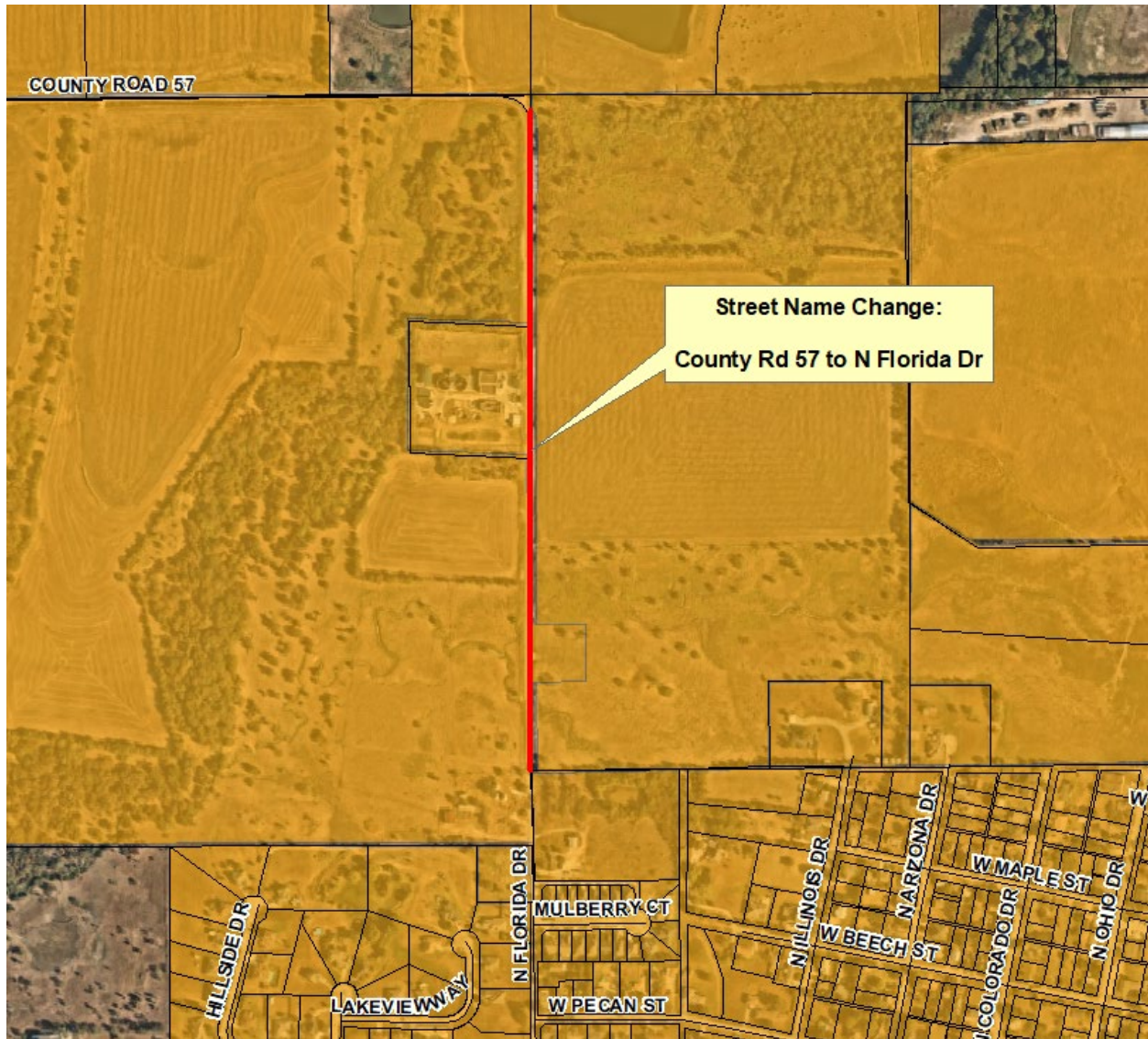
APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

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

Attachment: Draft Resolution (County Road 57 Name Change)

Exhibit "A"
Proposed County Road 57 Renaming Limits



Attachment: Draft Resolution (County Road 57 Name Change)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Director
 CC: Jason Laumer, City Manager
 Date: February 8, 2022
 Re: Estates at Bonito Lake - Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 100 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of future Stallcup Boulevard and future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (Estates at Bonito Lake – Annexation Service Agreement) (Mohan)

Applicant:

Peloton Land Solutions
 11000 Frisco Street,
 Frisco, TX 75033, Suite 400

Background Information:

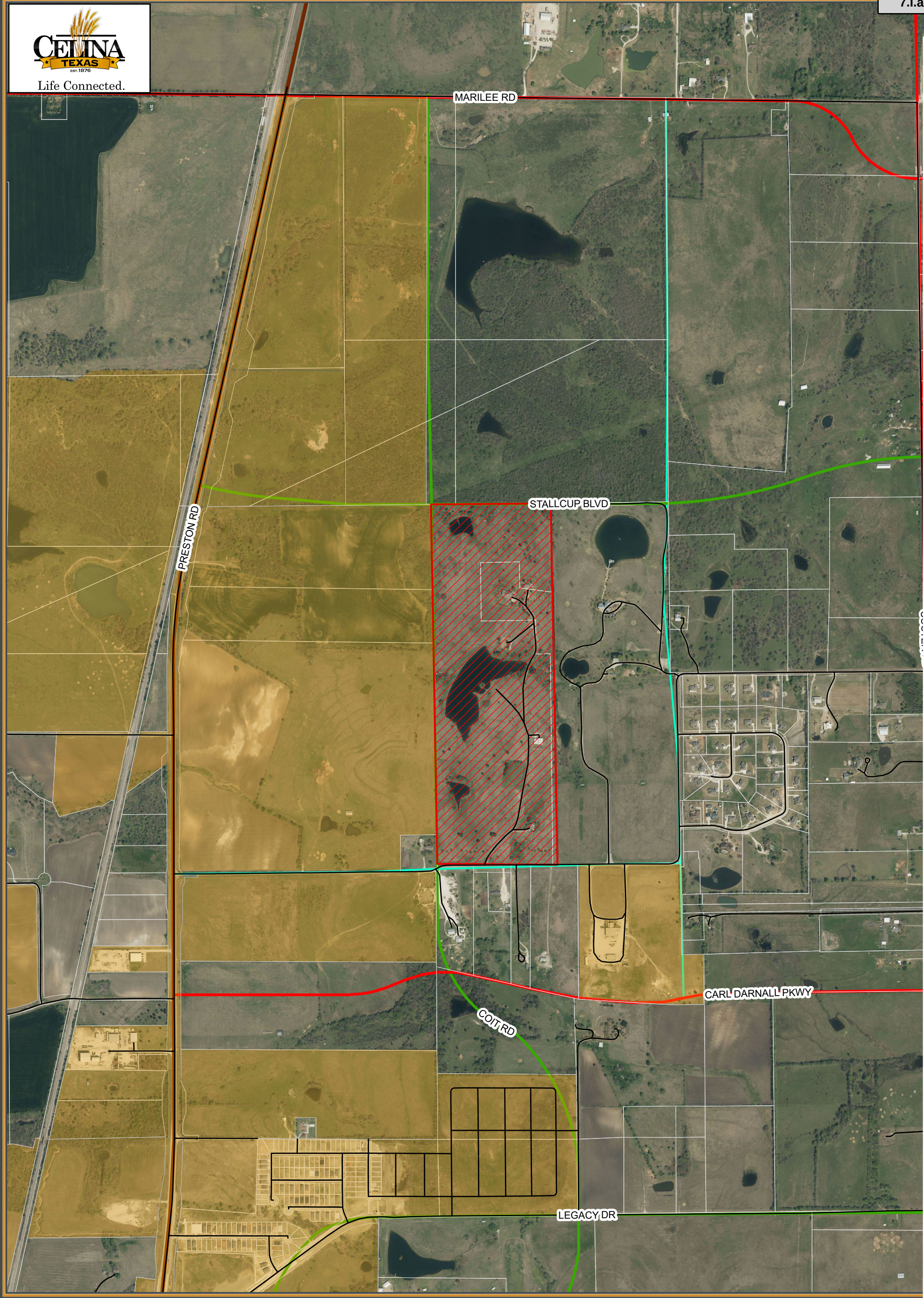
The overall subject property is approximately 100 acres. The subject property is currently within the Extraterritorial Jurisdiction (ETJ) but will be annexed and zoned this evening. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:

- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.



Subject Property

City Limits

Roads

Parcels

Legend

The Estates at Bonito Lake

Location Map

City of Celina

9/28/2021

N

E

S

W

0

500

1,000

Feet

Attachment: Location Map (Estates at Bonito Lake – Annexation Service Agreement)

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Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

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

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: IC RESOURCES, LLC

By: _____
 Name: Kevin Eldridge
 Title: Owner
 Date: _____

Exhibit A Legal Description

BEING A TRACT OF LAND LOCATED IN THE B. B. B. & C. R. R. CO. SURVEY, ABSTRACT NO. 128, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO UNO FUENTES, LLC, RECORDED IN INSTRUMENT NO. 20150728000932430, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO CATHY B. JOBE, RECORDED IN INSTRUMENT NO. 20110921001004420, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "NELSON CORP" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO W.R. HODGSON, RECORDED IN VOLUME 5145, PAGE 3200, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.);

THENCE SOUTH 01°03'20" EAST, PASSING A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 4087" FOUND AT A DISTANCE OF 1,448.07 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 3,617.62 FEET TO A MAG NAIL SET IN COUNTY ROAD 106 AT THE SOUTHEAST CORNER OF SAID JOBE TRACT;

THENCE SOUTH 89°33'28" WEST, ALONG SAID COUNTY ROAD 106, A DISTANCE OF 1,203.85 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTHWEST CORNER OF SAID UNO FUENTES TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND AT A SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SATISH REDDY ET AL, RECORDED IN INSTRUMENT NO. 20201222002309480, O.P.R.C.C.T. BEARS SOUTH 87°26'28" WEST, A DISTANCE OF 12.05 FEET;

THENCE NORTH 00°57'23" WEST, A DISTANCE OF 3,613.86 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "RPLS 4888" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO GLAZER'S REAL ESTATE, LLC, RECORDED IN INSTRUMENT NO. 20200130000133220, O.P.R.C.C.T.;

THENCE NORTH 89°22'51" EAST, A DISTANCE OF 1,197.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,341,282 SQUARE FEET OR 99.662 ACRES OF LAND, MORE OR LESS.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Gateway (Oklahoma Sunset) - DA 1st Amendment

Action Requested:

Consider and act upon a request to amend a development agreement with S. Broadway Development, LLC; generally located at the southwest corner of Oklahoma Drive and future Sunset Boulevard, within the City Limits. (Gateway (Oklahoma Sunset) – DA 1st Amendment) (White)

Applicant:

Richard Henson
101 S. White Oak Rd.
White Oak, TX 75693

Background:

This agreement is to amend the terms regarding the acquisition of the lift station site for the Oklahoma Sunset apartments. Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- Draft Amendment

Staff Recommendation:

Staff recommends approval as presented.

7.J.a

WINN RD

S OKLAHOMA DR

S PRESTON

E CHERRY WOOD LN

Attachment: Location Map (Gateway (Oklahoma Sunset) – DA 1st



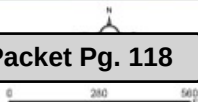
Location Map Oklahoma Sunset Apartments

Date: 3/3/2020

Legend

- Roads
- Oklahoma Sunset Apt
- City Limits
- Parcels

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**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AND
PERFORMANCE AGREEMENT CHAPTER 380 & TIRZ REIMBURESMENT
AGREEMENT—S BROADWAY DEVELOPMENT, LLC**

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AND PERFORMANCE AGREEMENT CHAPTER 380 & TIRZ REIMBURESMENT AGREEMENT—S BROADWAY DEVELOPMENT, LLC (“First Amendment”) is made and entered into by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the “City”) and **S BROADWAY DEVELOPMENT, LLC**, a Texas limited liability company (the “Developer”), to be effective on _____, 2022 (the “Effective Date”).

RECITALS

WHEREAS, the Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, the City and Developer entered into an Economic Development Incentive and Performance Agreement, being a Chapter 380 & TIRZ Reimbursement Agreement on September 21, 2021 over the property described by the Agreement (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to amend the terms regarding the acquisition of a lift station site; and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended by this First Amendment herein, all provisions and terms contained in the Agreement shall remain in full force and effect; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this First Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used in this First Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Development Agreement.

2. Amendment to Section 3.2 “Development of the Property”. The Parties agree that Section 3.2 “Development of the Property”, Item 3, shall be amended and replaced in its entirety to read as follows:

upon written request of the City, pay \$40,000 to the City as contribution to the costs of the City in acquiring an approximate three (3) acre tract south of Sunset Parkway, east of railroad, and north of a proposed track for a potential lift station (the “Lift Station”) and/or trail head depicted in Exhibit “D” which use will be determined by the City;

3. Amendment to Section 3.3 “City Incentives”. The Parties agree that Section 3.3 “City Incentives” of the Agreement shall be amended as follows, with additions indicated by underline, and deletions indicated by strikethrough:

3.3 City Incentives. Assuming timely performance of all obligations of Developer in this Agreement, the City shall:

1. waive the collection of water and wastewater impact fees on the Property;
2. waive the park dedication fees assessed on the Property under Chapter 10, Section 10.03.082, as amended, of the City of Celina Code of Ordinances;
3. waive the park improvement fees on the apartment units on the Property assessed under Chapter 10, Section 10.03.083, as amended, of the City of Celina Code of Ordinances, in an amount equal to the Developer’s actual costs to complete the Park Trail, not to exceed \$300,000;
4. waive the requirement to build any permanent portion, or required escrows, for Oklahoma Drive and left/right turn lanes therefrom, except that Developer shall comply with Section 3.2;
5. reimburse up to \$100,000 in roadway improvement costs for Sunset Parkway actually incurred by Developer;
- ~~6. pay \$100,000 to Developer’s for the Lift Station site and easements from the utility fund, within ninety (90) days of the City receiving title to the Lift Station site and receiving the easements;~~
- ~~7.6.~~ reduce roadway impact fees collected under Chapter 395 of the Local Government Code to \$1,000 per unit or unit equivalent, or as otherwise measured in the City’s impact fee ordinance; and
- ~~8.7.~~ City will begin construction of extending sewer infrastructure to the Property within twelve_(12) months of Developer paying all permit fees owed for Phase 1.

The City is entitled to verify the costs actually incurred by Developer in constructing the Park Trail and Sunset Parkway prior to waiving, reducing or reimbursing fees or costs as described in this Section 3.3, and if necessary, request documentation that is reasonably accessible to or procurable by Developer.

4. Miscellaneous.

(a) This First Amendment amends the Agreement in no other manner except as expressly set forth herein, including the exhibits attached hereto. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between this First Amendment, including the exhibits attached hereto, and the Agreement, the terms of this First Amendment, including the exhibits attached hereto, shall control.

(b) This First Amendment together with the Agreement shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this First Amendment and the Agreement.

This First Amendment and the Agreement shall not be modified or amended except in writing signed by the Parties.

(c) If any provision of this First Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this First Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(d) This First Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(e) The City represents and warrants that the individual executing this First Amendment on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this First Amendment has been approved by appropriate action of Developer, and that each individual executing this First Amendment on behalf of Developer has been duly authorized to do so.

(f) Certificate of Interested Parties Form 1295. The Developer represents and warrants that it is required to comply with Section 2252.908 of the Texas Government Code, as amended, and must file, and has filed, a Certificate of Interested Parties Form 1295 prescribed thereunder with the City.

(g) No Boycott of Israel; No Business With Sanctioned Countries. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this First Amendment is a contract for goods or services, will not boycott Israel during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(h) Verification Regarding Energy Company Boycotts. To the extent this First Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(i) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this First Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this First Amendment against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature Page to Follow]

Attachment: Draft Agreement (Gateway (Oklahoma Sunset) – DA 1st Amendment)

EXECUTED by the City and Developer to be effective as of the Effective Date.

CITY OF CELINA

By: _____
Jason Laumer, City Manager

ATTEST:

David Amsler, Assistant City Secretary

APPROVED AS TO FORM

Lance Vanzant, Attorney for the City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022
by Jason Laumer, City Manager of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Draft Agreement (Gateway (Oklahoma Sunset) – DA 1st Amendment)

DEVELOPER

S Broadway Development, LLC,
a Texas limited liability company

By: _____
Richard Henson, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2022
by Richard Henson, Manager of S Broadway Development, LLC, a Texas limited liability
company, on behalf of said company.

Notary Public, State of Texas

Attachment: Draft Agreement (Gateway (Oklahoma Sunset) – DA 1st Amendment)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Ten Mile Creek (Belknap) - PID Petition Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Ten Mile Creek Public Improvement District within the Extraterritorial Jurisdiction of the City and calling for a public hearing for the City Council's March 15, 2022 meeting. (Ten Mile Creek – PID Resolution) (White)

Background Information:

Please refer to the attached resolution for further information.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Draft Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____ - _____

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS
 ACCEPTING A PETITION CONCERNING THE CREATION OF A PUBLIC
 IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT
 WITH APPLICABLE LAWS; APPROVING AND AUTHORIZING THE
 MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING
 REGARDING THE POSSIBLE CREATION OF A PUBLIC IMPROVEMENT
 DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION
 THEREWITH**

WHEREAS, the City Council of the City (the "City Council") of Celina, Texas (the "City") has received a petition, dated 24th day of January, 2022 (the "Petition"), which Petition is attached hereto as **Exhibit A** and which Petition the City Council hereby finds and determines to be validly submitted, in proper form, and compliant with applicable laws of the State of Texas (the "State") concerning the creation of a public improvement district (the "PID") with boundaries as described in the Petition, to support a development project within the extraterritorial jurisdiction of the City, as required and in compliance with Subchapter A of Chapter 372, as amended, Texas Local Government Code (the "Act"); and

WHEREAS, the Petition indicated: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the PID executed the Petition; and

WHEREAS, pursuant to the Act, prior to the action of the City Council concerning the creation of the PID, the City Council is required to conduct a public hearing concerning any such creation and provide notice of such public hearing as follows: (i) publish notice thereof in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the district is to be located or in which the improvements are to be undertaken, which notice shall contain, at a minimum, the requisite information specified in the Act, and (ii) mail written notice thereof which shall contain, at a minimum, the requisite information specified in the Act to the current address of the owner, as reflected on tax rolls, of property subject to assessment under the proposed PID; and

WHEREAS, the City Council hereby finds and determines that, based on its receipt of the Petition, the City should proceed with the conducting of a public hearing concerning the creation of the PID and the giving of notice of such public hearing in the time, form, and manner provided by law, including the Act; and

WHEREAS, the City Council hereby finds and determines that these actions are in the best interests of the residents of the City; now, therefore

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

SECTION 1: City staff and its advisors have reviewed the Petition and has determined the Petition complies with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 2: The City Council calls a public hearing to be scheduled at 5:00 p.m., on March 15, 2022, to be held at 112 N. Colorado Street, Celina, Texas 75009 on the advisability of establishing the PID, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the PID, the method of assessment, and the apportionment, if any, of the costs. All residents and property owners within the proposed PID, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the PID.

SECTION 3: The City Secretary, the Assistant City Secretary, and/or the Deputy City Secretary is hereby authorized and directed to cause notice to be published and mailed of the City Council's intention to conduct a public hearing concerning the creation of the PID. The notice of the public hearing regarding the PID creation is hereby approved and authorized to be published and mailed and shall read substantially in the form and content of **Exhibit B** attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 4: The City Secretary, the Assistant City Secretary, and/or the Deputy City Secretary shall cause the aforesaid notice, attached hereto as **Exhibit B**, to be published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the PID is to be located or in which the improvements are to be undertaken before the fifteenth (15th) day before the scheduled date of the public hearing. The City Secretary, the Assistant City Secretary, and/or the Deputy City Secretary is hereby authorized and directed to mail notices of the hearing regarding the creation of the PID substantially in the form attached hereto as **Exhibit B** to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed PID and to address such notices to the "Property Owner" before the fifteenth (15th) day before the scheduled date of the public hearing, as required and as provided by the provisions of Section 372.009(d) of the Act.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 6: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

ADOPTED, PASSED, AND APPROVED on this the 8th day of February, 2022.

CITY OF CELINA, TEXAS

Mayor

ATTEST:

Assistant City Secretary

(CITY SEAL)

Attachment: Draft Resolution (Ten Mile Creek (Belknap) – PID Petition Resolution)

EXHIBIT A

PETITION
(see attached Petition)

Attachment: Draft Resolution (Ten Mile Creek (Belknap) – PID Petition Resolution)

PETITION FOR CREATION OF THE TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF CELINA, TEXAS:

COMES NOW CCD – TEN MILE CREEK, LLC, a Texas limited liability company, CCD – COIT LAND, LLC, a Texas limited liability company, CELINA OUTER LOOP OWNER SFR NORTH LLC, a Texas limited liability company, CELINA OUTER LOOP OWNER MF SOUTH LLC, a Texas limited liability company (collectively, “Petitioners”), the owner of certain taxable real property, and pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), hereby petitions the City of Celina, Texas (“City”) to establish the Ten Mile Creek Public Improvement District to include property owned by the Petitioners and located within the extraterritorial jurisdiction of the City (the “District”). In support of same, Petitioners would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit A attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above (collectively, the “Authorized Improvements”).

III.

The estimated total cost of the proposed Authorized Improvements is \$40,000,000.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

V.

The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District. No City property in the District shall be assessed. The Petitioners may fund certain improvements from other funds available to the Petitioners.

VI.

The management of the District will be by the City, with the assistance of one or more consultants, who shall, from time to time, advise the City regarding certain operations of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition concur with the establishment of the District and have the corporate authority to execute and deliver the Petition.

VIII.

The Petitioners propose the District be established and managed without the creation of an advisory board. However, if an advisory board is created, the Petitioners request a representative of the Petitioners be appointed to the advisory board.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Celina, Texas, in support of the creation of the District by the City Council of the City as herein provided.

EXECUTED on this 24 day of January, 2022.

PETITIONERS

CCD – TEN MILE CREEK, LLC

By: [Signature]

Name: Brian Cramer

Title: Co Manager

CCD – COIT LAND, LLC

By: [Signature]

Name: Brian Cramer

Title: Co Manager

CELINA OUTER LOOP OWNER
MF SOUTH LLC

By: _____

Name: _____

Title: _____

CELINA OUTER LOOP OWNER
SFR NORTH LLC

By: _____

Name: _____

Title: _____

Attachment: Draft Resolution (Ten Mile Creek (Belknap) – PID Petition Resolution)

EXECUTED on this 24th day of January, 2022.

PETITIONERS

CCD – TEN MILE CREEK, LLC

By: _____

Name: _____

Title: _____

CCD – COIT LAND, LLC

By: _____

Name: _____

Title: _____

**CELINA OUTER LOOP OWNER
MF SOUTH LLC**

By:  _____

Name: Michael Sorochinsky

Title: Manager

**CELINA OUTER LOOP OWNER
SFR NORTH LLC**

By:  _____

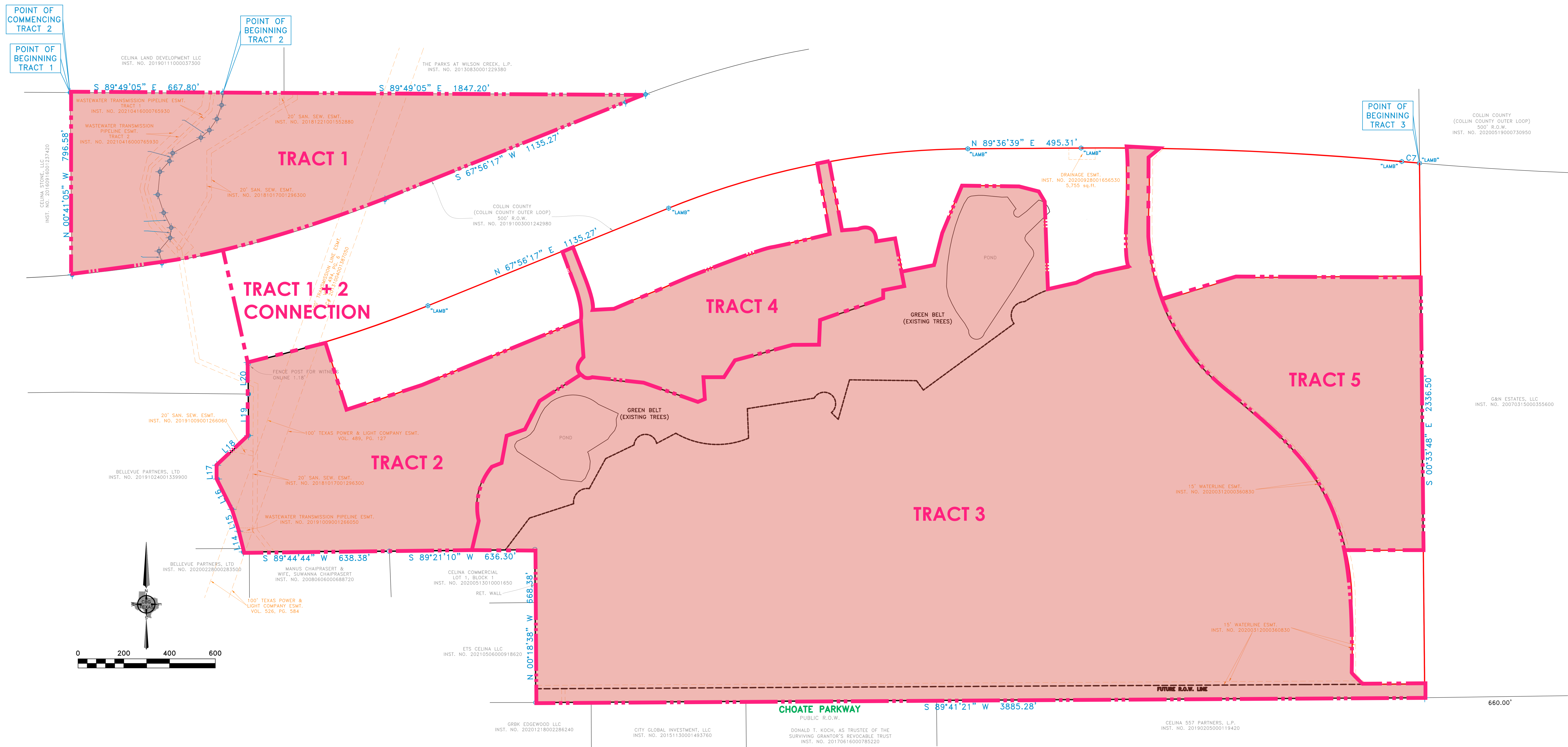
Name: Michael Sorochinsky

Title: Manager

Attachment: Draft Resolution (Ten Mile Creek (Belknap) – PID Petition Resolution)

EXHIBIT A
Legal Description

Attachment: Draft Resolution (Ten Mile Creek (Belknap) – PID Petition Resolution)



Tract 1

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156 and Volume 4288, Page 162, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said corner being the Northeast corner of a tract of land conveyed to Celina Stone, LLC by deed recorded in Instrument No. 20160916001237420, Official Public Records, Collin County, Texas, said corner being along the South line of a tract of land conveyed to Celina Land Development LLC by deed recorded in Instrument No. 20190111000037300, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract, a distance of 667.80 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner and the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract and a tract of land conveyed to The Parks at Wilson Creek, L.P. by deed recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, a distance of 1847.20 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the Northwest right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said point being the beginning of a non-tangent curve to the left, having a radius of 4044.50 feet, a central angle of 01 degrees 19 minutes 12 seconds, a chord bearing of South 68 degrees 35 minutes 53 seconds West, a chord distance of 93.18 feet;

THENCE along said curve to the left and the Northwest right of way line of said Collin County Outer Loop, an arc length of 93.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 67 degrees 56 minutes 17 seconds West along the Northwest right of way line of said Collin County Outer Loop, a distance of 1135.27 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a curve to the right, having a radius of 4720.50 feet, a central angle of 12 degrees 19 minutes 22 seconds, a chord bearing of South 74 degrees 05 minutes 57 seconds West, a chord distance of 1013.30 feet;

THENCE along said curve to the right and the North right of way line of said Collin County Outer Loop, an arc length of 1015.25 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the approximate center of Wilson Creek;

THENCE with the meanders along said Wilson Creek, the following courses and distances:

North 13 degrees 44 minutes 38 seconds West, a distance of 54.55 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 39 degrees 55 minutes 54 seconds East, a distance of 76.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 05 degrees 54 minutes 58 seconds East, a distance of 44.42 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 26 degrees 35 minutes 57 seconds West, a distance of 72.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 18 degrees 02 minutes 45 seconds West, a distance of 83.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 05 degrees 15 minutes 11 seconds East, a distance of 100.51 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 41 degrees 53 minutes 46 seconds East, a distance of 62.56 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 21 degrees 42 minutes 17 seconds East, a distance of 37.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 61 degrees 13 minutes 34 seconds East, a distance of 140.62 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 48 degrees 44 minutes 51 seconds East, a distance of 49.50 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 33 degrees 34 minutes 41 seconds East, a distance of 58.70 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 19 degrees 02 minutes 00 seconds East, a distance of 64.03 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 05 degrees 57 minutes 15 seconds East, a distance of 53.11 feet to the POINT OF BEGINNING and containing 813,634 square feet or 18.68 acres of land.

Tract 1 + 2 Connection

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said corner being the Northeast corner of a tract of land conveyed to Celina Stone, LLC by deed recorded in Instrument No. 20160916001237420, Official Public Records, Collin County, Texas, said corner being along the South line of a tract of land conveyed to Celina Land Development LLC by deed recorded in Instrument No. 20190111000037300, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 41 minutes 05 seconds East along the East line of said Celina Stone, LLC tract, a distance of 796.58 feet to a point for corner, said corner being along the North right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said corner being the beginning of a non-tangent curve to the left, having a radius of 4720.50 feet, a central angle of 08 degrees 04 minutes 13 seconds, a chord bearing of North 81 degrees 01 minutes 29 seconds East, a chord distance of 664.34 feet to a point for corner;

THENCE along said curve to the left and the North right of way line of Collin County Outer Loop, an arc length of 664.89 feet to a point for corner and the POINT OF BEGINNING of herein described tract;

THENCE continuing along said curve to the left and the North right of way line of Collin County Outer Loop, having a radius of 4720.50 feet, a central angle of 00 degrees 00 minutes 44 seconds, a chord bearing of North 76 degrees 59 minutes 01 seconds East, a chord distance of 1.00 feet and an arc length of 1.00 feet to a point for corner;

THENCE South 13 degrees 00 minutes 37 seconds East, a distance of 500.00 feet to a point for corner, said corner being along the South right of way line of Collin County Outer Loop, said corner being the beginning of a non-tangent curve to the right, having a radius of 5220.50 feet, a central angle of 00 degrees 00 minutes 44 seconds, a chord bearing of South 76 degrees 59 minutes 03 seconds West, a chord distance of 1.00 feet;

THENCE along said curve to the right and the South right of way line of said Collin County Outer Loop, an arc length of 1.00 feet to a point for corner;

THENCE North 13 degrees 00 minutes 37 seconds West, a distance of 500.00 feet to the POINT OF BEGINNING and containing 500 square feet or 0.011 acres of land.

Tract 2

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156 and Volume 4288, Page 162, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 1, Block 1, Celina Commercial, an addition to Collin County, Texas, according to the Plat thereof recorded in Instrument No. 20200513010001650, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 21 minutes 10 seconds West along the North line of said Lot 1, Block 1 of said Celina Commercial, a distance of 275.34 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner and the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 21 minutes 10 seconds West, along the North line of said Lot 1, Block 1 of said Celina Commercial, a distance of 360.96 feet to a 1/2 inch iron rod found with yellow plastic cap for corner, said corner being the Northeast corner of a tract of land conveyed to Manus Chaiprasert and wife, Suwanna Chaiprasert by deed recorded in Instrument No. 20080606000688720, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 44 minutes 44 seconds West, along the North line of said Chaiprasert tract, a distance of 638.38 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being an ell corner of a tract of land conveyed to Bellevue Partners, LTD by deed recorded in Instrument No. 20200228000283500, Official Public Records, Collin County, Texas;

THENCE North 12 degrees 18 minutes 31 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 92.47 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 16 degrees 58 minutes 30 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 100.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 25 degrees 35 minutes 30 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 147.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 03 degrees 35 minutes 30 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 60.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 47 degrees 00 minutes 30 seconds East, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 190.80 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 00 degrees 25 minutes 30 seconds West, along the East line of said Bellevue Partners, LTD tract, a distance of 181.20 feet to a monument with square rod found for corner, said corner being the Northeast corner of said Bellevue Partners, LTD tract, said corner being along the South right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 14 seconds West, along the East line of said Collin County Outer Loop, a distance of 137.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a non-tangent curve turning to the left, with a radius of 5220.50 feet, a delta angle of 03 degrees 50 minutes 19 seconds, a chord bearing of North 75 degrees 04 minutes 13 seconds East, and a chord length of 349.70 feet;

THENCE along said curve to the left, along the South right of way line of Collin County Outer Loop, an arc length of 349.76 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 17 degrees 13 minutes 39 seconds East, a distance of 291.96 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve turning to the left, with a radius of 20.00 feet, a delta angle of 90 degrees 08 minutes 22 seconds, a chord bearing of South 62 degrees 17 minutes 50 seconds East, and a chord length of 28.32 feet;

THENCE along said curve to the left, an arc length of 31.46 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve turning to the left, with a radius of 5476.38 feet, a delta angle of 04 degrees 53 minutes 44 seconds, a chord bearing of North 70 degrees 11 minutes 07 seconds East, and a chord length of 467.77 feet;

THENCE along said curve to the left, an arc length of 467.92 feet to 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 67 degrees 55 minutes 10 seconds East, a distance of 610.11 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 02 degrees 32 minutes 18 seconds East, a distance of 165.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve turning to the left, with a radius of 50.00 feet, a delta angle of 99 degrees 41 minutes 53 seconds, a chord bearing of South 07 degrees 36 minutes 46 seconds West, and a chord length of 76.43 feet;

THENCE along said curve to the left, an arc length of 87.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 58 degrees 35 minutes 46 seconds West, a distance of 207.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 31 degrees 12 minutes 24 seconds West, a distance of 76.81 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 24 degrees 19 minutes 23 seconds West, a distance of 68.51 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 70 degrees 10 minutes 30 seconds West, a distance of 81.41 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 11 degrees 20 minutes 19 seconds West, a distance of 128.75 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 81 degrees 37 minutes 40 seconds West, a distance of 35.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve turning to the left, with a radius of 245.37 feet, a delta angle of 60 degrees 59

minutes 07 seconds, a chord bearing of South 13 degrees 52 minutes 53 seconds West, and a chord length of 249.01 feet;

THENCE along said curve to the left, an arc length of 261.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 13 degrees 55 minutes 18 seconds West, a distance of 131.98 feet to the POINT OF BEGINNING and containing 971,073 square feet or 22.29 acres of land.

Tract 3

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner, said corner being along the centerline of Choate Parkway (Public right of way), said corner being the Southeast corner of a tract of land conveyed to ETS Celina LLC by deed recorded in Instrument No. 20210506000918620, Official Public Records, Collin County, Texas, said corner being along the North line of a tract of land conveyed GRBK Edgewood LLC by deed recorded in Instrument No. 20201218002286240, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 38 seconds West, along the East line of said ETS Celina LLC tract, a distance of 668.38 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 1, Block 1 of Celina Commercial, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 20200513010001650, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 21 minutes 10 seconds West, along the North line of said Lot 1, Block 1 of said Celina Commercial, a distance of 275.34 feet to a point for corner;

THENCE North 13 degrees 55 minutes 18 seconds East, passing at 48.49 feet 1/2 inch iron set with orange cap on-line, and continuing a total distance of 131.98 feet to 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve to the right, a radius of 245.37 feet, a delta angle of 60 degrees 59 minutes 07 seconds, a chord bearing of North 13 degrees 52 minutes 53 seconds East, and a chord length of 249.01 feet;

THENCE along said curve to the right, an arc length of 261.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 81 degrees 37 minutes 40 seconds East, a distance of 35.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 11 degrees 20 minutes 19 seconds East, a distance of 128.75 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 70 degrees 10 minutes 30 seconds East, a distance of 81.41 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 24 degrees 19 minutes 23 seconds East, a distance of 68.51 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 31 degrees 12 minutes 24 seconds East, a distance of 76.81 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 58 degrees 35 minutes 46 seconds East, a distance of 207.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG a SURVEYING" for corner, said corner being the beginning of a non-tangent curve to the left, with a radius of 50.00 feet, a delta angle of 70 degrees 06 minutes 14 seconds, a chord bearing of South 77 degrees 17 minutes 18 seconds East, and a chord length of 57.43 feet;

THENCE along said curve to the left, an arc length of 61.18 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 84 degrees 08 minutes 15 seconds East, a distance of 185.92 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a tangent curve to the left, with a radius of 150.00 feet, a delta angle of 10 degrees 00 minutes 17 seconds, a chord bearing of South 89 degrees 08 minutes 24 seconds East, and a chord length of 26.16 feet;

THENCE along said curve to the left, an arc length of 26.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 71 degrees 20 minutes 19 seconds East, a distance of 264.53 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 70 degrees 05 minutes 09 seconds East, a distance of 29.23 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 05 degrees 40 minutes 01 seconds West, a distance of 94.40 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 87 degrees 02 minutes 36 seconds East, a distance of 92.74 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 33 degrees 48 minutes 08 seconds East, a distance of 81.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 73 degrees 09 minutes 49 seconds East, a distance of 262.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 88 degrees 26 minutes 19 seconds East, a distance of 118.46 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 00 degrees 01 minutes 05 seconds West, a distance of 106.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 71 degrees 15 minutes 54 seconds East, a distance of 299.47 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 11 degrees 00 minutes 16 seconds West, a distance of 36.60 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 78 degrees 59 minutes 44 seconds East, a distance of 100.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 11 degrees 00 minutes 16 seconds West, a distance of 62.62 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 78 degrees 19 minutes 11 seconds East, a distance of 139.06 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a non-tangent curve to the left, with a radius of 15.00 feet, a delta angle of 65 degrees 23 minutes 09 seconds, a chord bearing of North 45 degrees 10 minutes 36 seconds East, and a chord length of 16.20 feet;

THENCE along said curve to the left, an arc length of 17.12 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 12 degrees 29 minutes 02 seconds East, a distance of 133.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 21 degrees 34 minutes 26 seconds East, a distance of 207.75 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a tangent curve to the right, with a radius of 25.00 feet, a delta angle of 69 degrees 09 minutes 26 seconds, a chord bearing of North 56 degrees 09 minutes 09 seconds East, and a chord length of 28.38 feet;

THENCE along said curve to the right, an arc length of 30.18 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 89 degrees 16 minutes 08 seconds East, a distance of 230.43 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 75 degrees 57 minutes 31 seconds East, a distance of 91.11 feet to a point for corner;

THENCE South 35 degrees 03 minutes 32 seconds East, a distance of 52.50 feet to a point for corner;

THENCE South 01 degrees 33 minutes 22 seconds West, a distance of 91.49 feet to a point for corner;

THENCE South 02 degrees 48 minutes 38 seconds East, a distance of 297.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a non-tangent curve turning to the right, with a radius of 525.00 feet, a delta angle of 12 degrees 19 minutes 54 seconds, a chord bearing of North 75 degrees 41 minutes 06 seconds East, and a chord length of 112.78 feet;

THENCE along said curve to the right, an arc length of 112.99 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a tangent curve to the left, with a radius of 150.00 feet, a delta angle of 17 degrees 19 minutes 42 seconds, a chord bearing of North 73 degrees 11 minutes 12 seconds East, and a chord length of 45.19 feet;

THENCE along said curve to the left, an arc length of 45.37 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 64 degrees 31 minutes 21 seconds East, a distance of 39.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a tangent curve to the right, with a radius of 150.00 feet, a delta angle of 14 degrees 06 minutes 42 seconds, a chord bearing of North 71 degrees 34 minutes 42 seconds East, and a chord length of 36.85 feet;

THENCE along said curve to the right, an arc length of 36.94 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 78 degrees 38 minutes 03 seconds East, a distance of 133.90 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a non-tangent curve to the right, with a radius of 1000.00 feet, a delta angle of 09 degrees 11 minutes 30 seconds, a chord bearing of North 05 degrees 09 minutes 19 seconds West, and a chord length of 160.25 feet;

THENCE along said curve to the right, an arc length of 160.42 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 00 degrees 33 minutes 34 seconds West, a distance of 60.77 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 01 degrees 21 minutes 02 seconds East, a distance of 150.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 00 degrees 33 minutes 34 seconds West, a distance of 153.48 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the South right of way line of Collin County, Outer Loop (500 foot right of way), said corner being the beginning of a non-tangent curve to the right, with a radius of 14335.50 feet, a delta angle of 00 degrees 34 minutes 16 seconds, a chord bearing of South 89 degrees 19 minutes 03 seconds East, and a chord length of 142.93 feet;

THENCE along said curve to the right and the South right of way line of Collin County, Outer Loop, an arc length of 142.93 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 45 degrees 01 minutes 37 seconds West, a distance of 60.05 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 00 degrees 33 minutes 34 seconds East, a distance of 110.02 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 01 degrees 21 minutes 02 seconds West, a distance of 150.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 00 degrees 33 minutes 34 seconds West, a distance of 59.10 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a tangent curve to the left, with a radius of 900.00 feet, a delta angle of 48 degrees 53 minutes 51 seconds, a chord bearing of South 25 degrees 00 minutes 30 seconds East, and a chord length of 744.98 feet;

THENCE along said curve to the left, an arc length of 768.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 49 degrees 27 minutes 26 seconds East, a distance of 294.15 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a tangent curve to the right, with a radius of 1000.00 feet, a delta angle of 49 degrees 08 minutes 47 seconds, a chord bearing of South 24 degrees 53 minutes 03 seconds East, and a chord length of 831.71 feet;

THENCE along said curve to the right, an arc length of 857.77 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 00 degrees 18 minutes 39 seconds East, a distance of 320.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 45 degrees 18 minutes 39 seconds East, a distance of 56.57 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 89 degrees 41 minutes 21 seconds East, a distance of 275.64 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the West line

of a tract of land conveyed to G&N Estates, LLC by deed recorded in Instrument No. 20070315000355600, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 33 minutes 48 seconds East, along the West line of said G&N Estates, LLC tract, a distance of 60.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the centerline of said Choate Parkway, said corner being along the North line of a tract of land conveyed to Celina 557 Partners, L.P. by deed recorded in Instrument No. 20190205000119420, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 41 minutes 21 seconds West, along the center line of said Choate Parkway and the North line of said Celina 557 Partners, L.P. tract, a distance of 3885.28 feet to the POINT OF BEGINNING and containing 5,866,056 square feet or 134.67 acres of land.

Tract 4

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 162, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the South right of way line of Collin County Outer Loop (500 foot right of way);

THENCE North 67 degrees 56 minutes 17 seconds East, along the South right of way line of said Collin County Outer Loop, a distance of 50.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 22 degrees 14 minutes 42 seconds East, a distance of 124.58 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve to the right, with a radius of 525.00 feet, a delta angle of 18 degrees 17 minutes 54 seconds, a chord bearing of South 13 degrees 05 minutes 45 seconds East, and a chord length of 166.96 feet;

THENCE along said curve to the right, an arc length of 167.67 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 86 degrees 22 minutes 35 seconds East, a distance of 57.32 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve to the left, with a radius of 125.00 feet, a delta angle of 18 degrees 27 minutes 25 seconds, a chord bearing of North 77 degrees 08 minutes 52 seconds East, and a chord length of 40.09 feet;

THENCE along said curve to the left, an arc length of 40.27 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 67 degrees 55 minutes 10 seconds East, a distance of 234.90 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 3234.98 feet, a delta angle of 13 degrees 36 minutes 10

seconds, a chord bearing of North 72 degrees 08 minutes 16 seconds East, and a chord length of 766.23 feet;

THENCE along said curve to the right, an arc length of 768.03 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 10 degrees 44 minutes 42 seconds West, a distance of 311.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the South right of way line of said Collin County Outer Loop, said corner being the beginning of a non-tangent curve to the right, with a radius of 3544.50 feet, a delta angle of 00 degrees 48 minutes 30 seconds, a chord bearing of North 79 degrees 19 minutes 43 seconds East, and a chord length of 50.00 feet;

THENCE along said curve to the right and along the South right of way line of said Collin County Outer Loop, an arc length of 50.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 10 degrees 44 minutes 42 seconds East, a distance of 311.22 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 80 degrees 27 minutes 01 second East, a distance of 70.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 50.00 feet, a delta angle of 150 degrees 27 minutes 19 seconds, a chord bearing of South 53 degrees 04 minutes 08 seconds East, and a chord length of 96.69 feet;

THENCE along said curve to the right, an arc length of 131.30 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 78 degrees 59 minutes 44 seconds East, a distance of 89.33 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 11 degrees 00 minutes 16 seconds East, a distance of 212.05 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 78 degrees 59 minutes 44 seconds West, a distance of 100.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 11 degrees 00 minutes 16 seconds East, a distance of 36.60 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 71 degrees 15 minutes 54 seconds West, a distance of 299.47 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 00 degrees 01 minute 05 seconds East, a distance of 106.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 88 degrees 26 minutes 19 seconds West, a distance of 118.46 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 73 degrees 09 minutes 49 seconds West, a distance of 262.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 33 degrees 48 minutes 08 seconds West, a distance of 81.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 87 degrees 02 minutes 36 seconds West, a distance of 92.74 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 05 degrees 40 minutes 01 second East, a distance of 94.40 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 70 degrees 05 minutes 09 seconds West, a distance of 29.23 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 71 degrees 20 minutes 19 seconds West, a distance of 264.53 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 150.00 feet, a delta angle of 10 degrees 00 minutes 17

seconds, a chord bearing of North 89 degrees 08 minutes 24 seconds West, and a chord length of 26.16 feet;

THENCE along said curve to the right, an arc length of 26.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 84 degrees 08 minutes 15 seconds West, a distance of 185.92 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 50.00 feet, a delta angle of 169 degrees 48 minutes 07 seconds, a chord bearing of North 27 degrees 26 minutes 21 seconds West, and a chord length of 99.60 feet;

THENCE along said curve to the right, an arc length of 148.18 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 02 degrees 32 minutes 18 seconds West, a distance of 191.41 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve to the left, with a radius of 475.00 feet, a delta angle of 19 degrees 42 minutes 24 seconds, a chord bearing of North 12 degrees 23 minutes 30 seconds West, and a chord length of 162.57 feet;

THENCE along said curve to the left, an arc length of 163.37 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 22 degrees 14 minutes 42 seconds West, a distance of 124.74 feet to the POINT OF BEGINNING and containing 587,580 square feet or 13.49 acres of land.

Tract 5

Being a lot, tract or parcel of land situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 162, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the Southwest corner of a tract of land conveyed to G&N Estates, LLC by deed recorded in Instrument No. 20070315000355600, Official Public Records, Collin County, Texas, said corner being along the centerline of Choate Parkway (Public right of way);

THENCE North 00 degrees 33 minutes 48 seconds West, along the West line of said G&N Estates, LLC tract, a distance of 645.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 41 minutes 21 seconds West, a distance of 338.70 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve to the left, with a radius of 1000.00 feet, a delta angle of 36 degrees 08 minutes 37 seconds, a chord bearing of North 31 degrees 23 minutes 07 seconds West, and a chord length of 620.42 feet;

THENCE along said curve to the left, an arc length of 630.83 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 49 degrees 27 minutes 26 seconds West, a distance of 294.15 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve turning to the right, with a radius of 900.00 feet, a delta angle of 29 degrees 06 minutes 11 seconds, a chord bearing of North 34 degrees 54 minutes 20 seconds West, and a chord length of 425.25 feet;

THENCE along said curve to the right, an arc length of 457.15 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 72 degrees 46 minutes 48 seconds East, a distance of 340.65 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 89 degrees 26 minutes 12 seconds East, a distance of 807.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the West line of said G&N Estates, LLC tract;

THENCE South 00 degrees 33 minutes 48 seconds East, along the West line of said G&N Estates, LLC tract, a distance of 1198.74 feet to to the POINT OF BEGINNING and containing 872,338 square feet or 20.03 acres of land.

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC
IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition") filed by the persons identified in the Petition (collectively, the "Petitioners"), requesting that the City create a public improvement district (the "District").

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m., March 15, 2022, at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interest of the City and confer a special benefit upon the Property, may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above (collectively, the "Authorized Improvements").

Estimated Cost of the Authorized Improvements. The Petitioners estimate that the total cost of the Authorized Improvements is \$40,000,000.

Proposed District Boundaries. The District is proposed to include property owned by the Petitioners consisting of approximately 209.17 acres of property generally located at the northwest corner of Choate Parkway and the future Roseland Parkway and within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds description available at the Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest) and certain assessments may

be paid in annual installments (including interest). If allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District. No City property in the District shall be assessed. The Petitioners may fund certain improvements from other funds available to the Petitioners.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Andy Glasgow, Director of Engineering
Date: February 8, 2022
Re:

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a portion of a water and sewer easement situated on a 0.348 acre tract in the W. Wilhite Survey Abstract number 1002 and the J. Westover Survey, Abstract number 1030 as part of Lilyana Phase 5 development. (Glasgow)

Background Information:

By that certain instrument dated the 25th day of September 2003, recorded document number 20030925001936980, Deed Records of Collin County, Texas, the city of Celina, Texas was granted an easement and right to construct, reconstruct, replace, remove and perpetually maintain and operate sewer lines and water lines. With the construction of the Lilyana Phase 5, the easement is being incorporated in the new Right of Way dedicated for Vest Lane hence City of Celina has determined that there is no longer the need for the easement and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"

Notification:

N/A

Legal Review:

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

Supporting Documents:

- Ordinance

Staff Recommendation:

Staff recommends approval.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Westover Survey, Abstract No. 1030 and the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract conveyed to Lilyana Phase 4, LLC, by deed recorded in Document No. 20210302000414010 of the Deed Records of Collin County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a point for corner at the interior northern northwest corner of said Lilyana Phase 4 tract, from which a PK Nail found at the southwest corner of a tract of land conveyed to Christopher and Adrienne Bosh, by deed recorded in Document No. 20131001001373380, Official Public Records of Collin County, Texas, being in the north line of the parent tract bears N 88°19'19" W, 709.79 feet;

THENCE, N 89°15'20" E, 560.46 feet;

THENCE, N 88°41'35" E, 484.97 feet to a point for corner from which a 5/8" iron rod found at the northwest corner of the parent tract, bears N 71°19'33" E, 100.50 feet;

THENCE, S 49°39'07" E, 28.53 feet;

THENCE, S 89°20'26" W, 1066.91 feet;

THENCE, N 00°44'40" W, 12.41 feet to the POINT OF BEGINNING with the subject tract containing 15,141 square feet or 0.348 acres of land.

PAGE 1 OF 3

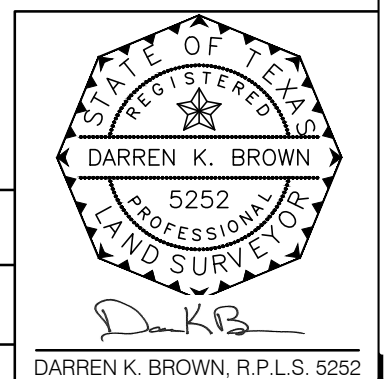


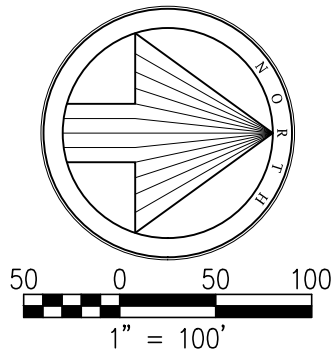
Drawn:	Checked:	Date	Job No.
CN	DKB	1/14/22	20-197

WATER AND WASTE WATER
PARTIAL EASEMENT ABANDONMENT

J. WESTOVER SURVEY, A-1030 &
W. WILHITE SURVEY, A-1002

CITY OF CELINA, COLLIN COUNTY, TEXAS





Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.

DAYLILY WAY
50' R.O.W.

HOLLY LANE
50' R.O.W.

PROPOSED
LILYANA PHASE 4

LILYANA PHASE 4, LLC
DOC. NO. 20210302000414010
OPRCCT

CONEFLOWER WAY
50' R.O.W.

BRADFORD PEAR WAY
50' R.O.W.

CELINA
DEVELOPMENT,
LLC
DOC. NO.
20131001001373380
OPRCCT

6

5

4

3

2

1

HOLLY LANE
50' R.O.W.

29

28

27

26

25

N 89°15'20" E ~ 560.46'
VEST LANE

S 89°20'26" W ~ 1066.91'

N 88°19'19" W
709.79'
to PK Nail
found (CM)

N 00°44'40" W
12.41'

POINT OF
BEGINNING

CHRISTOPHER &
ADRIENNE BOSH
DOC. NO. 20131001001373380
OPRCCT

Partial Easement
Abandonment
0.348 Ac.
(15,141 S.F.)

WATER AND WASTE WATER
EASEMENT VOL. 5510 PG. 2851

W. WILHITE SURVEY
ABSTRACT NO. 1002

J. WESTOVER SURVEY
ABSTRACT NO. 1030

DONALD L. VEST
VOL. 1344, PG. 66 DRCCT

Match Line (See Page 3)

NOTES:

1. State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. A legal description of even date hereby accompanies this parcel plat map.

PAGE 2 OF 3

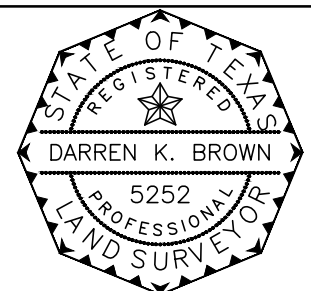
SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 - Plano, TX 75075 - 972.422.0077
TOLPE No F-2121 - TOLPE No F-10049100 - www.spiars.com

Drawn:	Checked:	Date:	Job No.:
CN	DKB	1/14/22	20-197

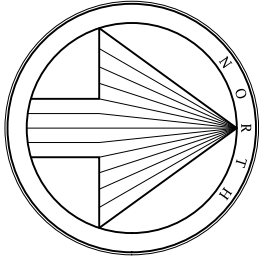
WATER AND WASTE WATER
PARTIAL EASEMENT ABANDONMENT

J. WESTOVER SURVEY, A-1030 &
W. WILHITE SURVEY, A-1002

CITY OF CELINA, COLLIN COUNTY, TEXAS



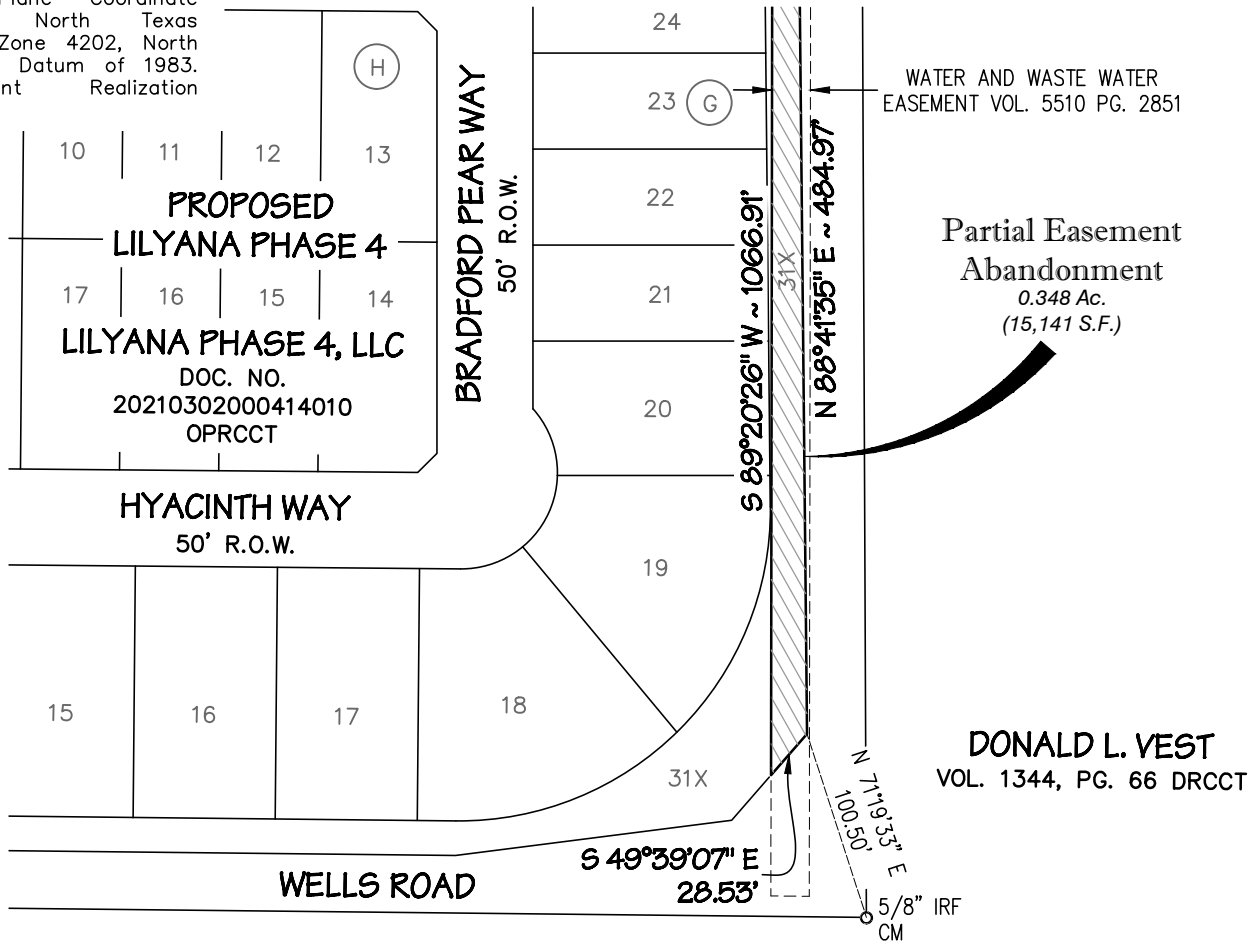
DARREN K. BROWN, R.P.L.S. 5252



50 0 50 100
1" = 100'

Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.

Match Line (See Page 2)



NOTES:

1. State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. A legal description of even date hereby accompanies this parcel plat map.

PAGE 3 OF 3

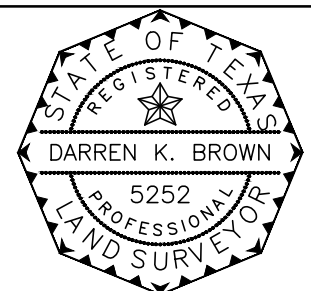
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Drawn:	Checked:	Date	Job No.
CN	DKB	1/15/22	20-197

WATER AND WASTE WATER
PARTIAL EASEMENT ABANDONMENT

J. WESTOVER SURVEY, A-1030 &
W. WILHITE SURVEY, A-1002

CITY OF CELINA, COLLIN COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 5252

ORDINANCE NO. 2021- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A PORTION OF WATER AND WASTE WATER EASEMENT SITUATED ON A 0.348ACRE TRACT OF LAND SITUATED IN THE W. WILHITE SURVEY, ABSTRACT NO. 1002 AND THE J. WESTOVER SURVEY, ABSTRACT NO. 1030, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF A TRACT OF LAND DESCRIBED IN SPECIAL WARRANT DEED TO LILYANA PHASE 4, LLC RECORDED IN INSTRUMENT NO. 20210302000414010 OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELAEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT.

WHEREAS, by that certain Instrument Number 20030925001936980 , dated the 21st day of Auguts, 2003, recorded in the Real Property Records of Collin County, Texas, the City of Celina, Texas was granted a right of way, easement and right to construct, reconstruct, replace, remove and perpetually maintain and operate sewer lines, water lines, electric lines and other utilities to provide sewer, water, electric and other utility services to its customers, together with all necessary laterals, along, over, upon and across certain property more particularly described therein, the grantors of such easement being Celina Development LLC; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple; and

WHEREAS, the City Council has determined that the Original Easement no longer provides a public benefit and that the public would be best served by its abandonment

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

SECTION 1

The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Original Easement that is located across the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf

of the City, a release easement releasing title to the owners to the Property, all claims to title, ownership or control of the Original Easement described in Section 1 of this Ordinance.

SECTION 3

The City Secretary is directed to file an original of the Release of Easement in the Deed Records of Collin County, Texas.

SECTION 4

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

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day of November 2021.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of November 2021.

CITY OF CELINA:

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

EXHIBIT “A”

EASEMENT AGREEMENT

2003-0193698

THE STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That, Frances W. Bates Wells, as Grantor, of the County of Collin and State of Texas, for and in consideration of the sum of TEN AND NO/100 -- (\$10.00) -- DOLLARS, and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY to CITY OF CELINA, TEXAS as Grantee, an easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and/or removing underground sanitary sewer lines and water lines through and across the following described property, to-wit: See Exhibit "A" and "B" attached hereto and made a part hereof for all purposes;

Together with the free right of ingress and egress over and across such property, insofar as such right of ingress and egress is necessary to the placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing of the underground sanitary sewer lines and water lines. Grantee shall promptly restore the property as close to the condition in which it was found before such work was undertaken as is reasonably practical.

Together with the right and privilege to use as much of the surface of the easement property, generally twenty feet (20') in width located immediately adjacent to and parallel with the said easement property, as may be reasonably necessary to install and maintain the underground sanitary sewer lines and water lines within the easement property. Grantee shall promptly restore the adjacent property as close to the condition in which it was found before such work was undertaken as is reasonably practical.

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed this 9th day of September, 2003.

Name of Owner

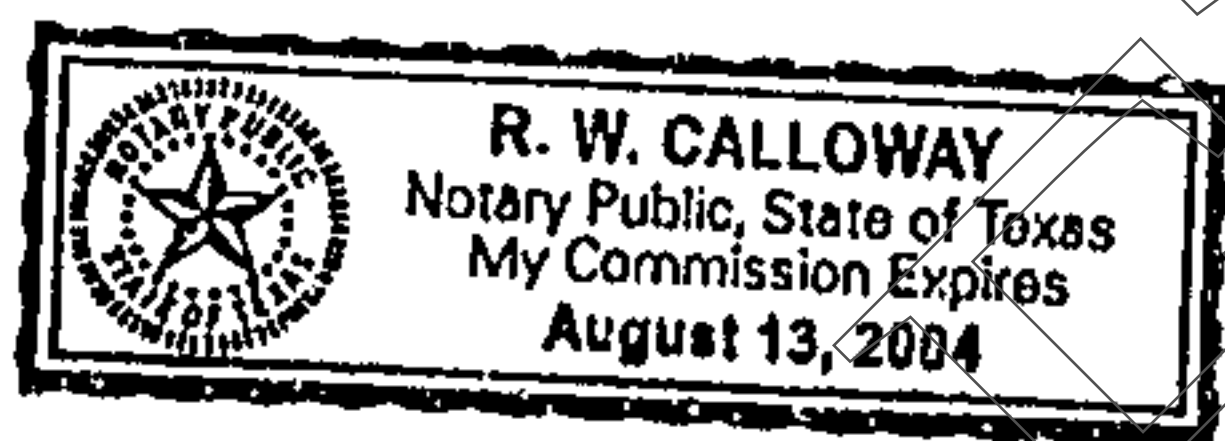
By: Frances W. Bates Wells

Printed Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 9th day of September,
2003 by James W. Bate Wells,



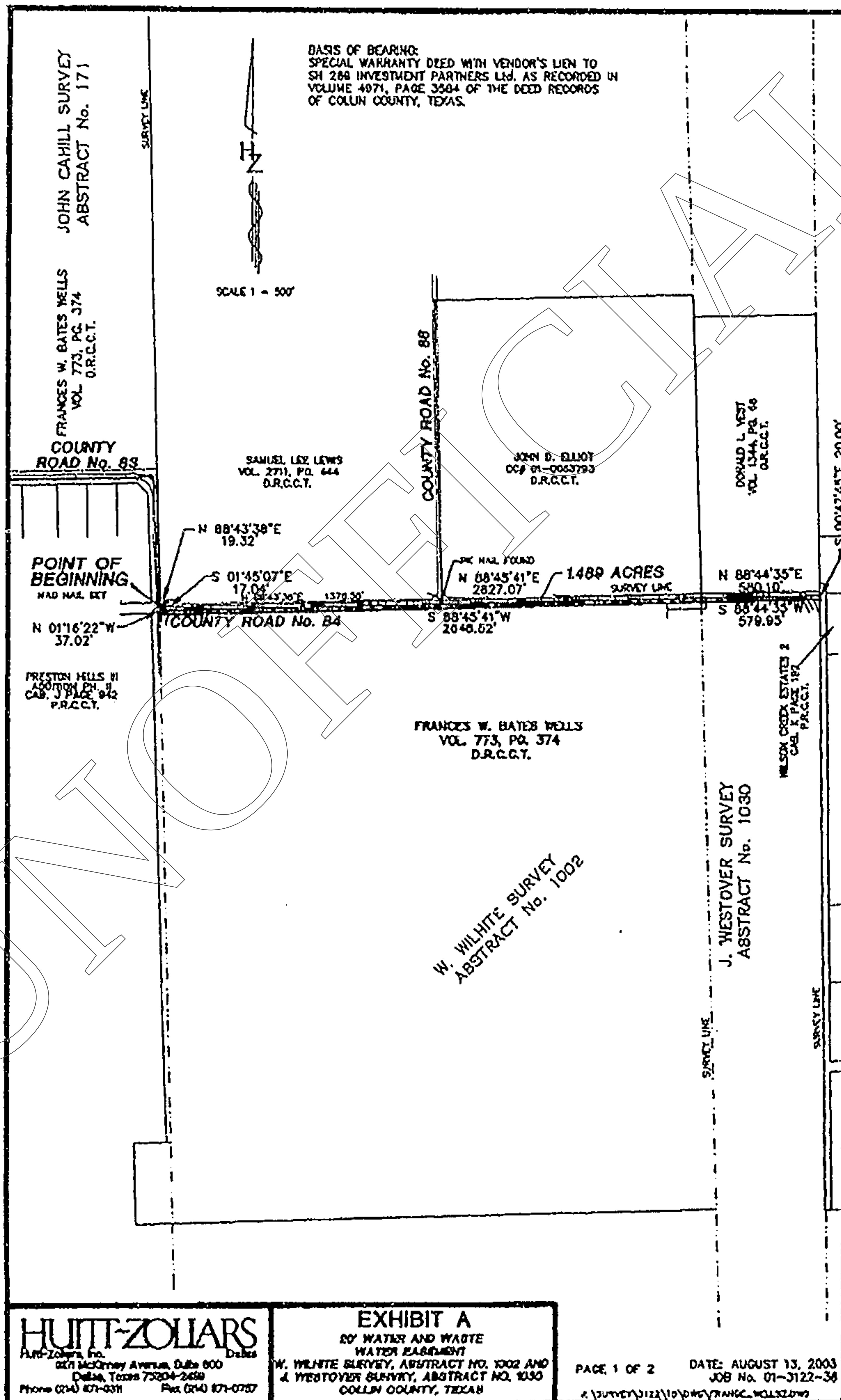
R. W. Calloway
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CITY OF CELINA
302 W. WALNUT
CELINA, TX 75009

PREPARED BY THE LAW FIRM OF:

HAYES, COFFEY & BERRY, P.C.
512 W. HICKORY, SUITE 100
DENTON, TEXAS 76201



09/11/2003 10:15 9723824041

CELINA PW

PAGE 02

EXHIBIT "D"
LAND DESCRIPTION
20 FOOT WIDE WATER AND
WASTE WATER EASEMENT

BEING, a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the J. Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a 243 acre tract of land as described in deed to Margaret E. White and Mary G. White and recorded in Volume 142, Page 343 of the Deed Records of Collin County, Texas, and being now or previously owned by Frances W. Bates Wells as evidenced by deed recorded in Volume 773, Page 374 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a Mag Nail set the northwest corner of said 243 acre tract, said point also being the northwest corner of said Wilhite Survey, from which a PK Nail found bears North 88 degrees 43 minutes 38 seconds East a distance of 1,376.58 feet;

THENCE, North 88 degrees 43 minutes 38 seconds East (Deed Bearing of East) along the north line of the said White tract and along the north line of said Wilhite Survey a distance of 19.32 feet to a point for corner;

THENCE, departing the north line of the White tract and the north line of said Wilhite Survey South 01 degrees 45 minutes 07 seconds East a distance of 17.04 feet to a point for corner;

THENCE, North 88 degree 45 minutes 41 seconds East a distance of 2,627.07 feet to an angle point;

THENCE, North 88 degrees 44 minutes 35 seconds East a distance of 580.10 feet to a point in the east line of said White tract, said point also being in the east line of said Westover Survey;

THENCE, South 00 degrees 47 minutes 45 seconds East along the east line of said White tract and the east line of said Westover Survey a distance of 20.00 feet to a point for corner;

THENCE, departing the east line of said White tract and the east line of said Westover Survey, South 88 degrees 44 minutes 35 seconds West a distance of 579.95 feet to an angle point;

THENCE, South 88 degrees 45 minutes 41 seconds West a distance of 2,646.52 feet to a point in the west line of said White tract and the west line of the said Wilhite Survey;

THENCE, North 01 degrees 16 minutes 22 seconds West along the west line of said White tract and the west line of the said Wilhite Survey a distance of 37.02 feet to the POINT OF BEGINNING and CONTAINING 1.489 acres of land, more or less.

For Huitt-Zollars, Inc.

D. Rex Winchester 8-14-03

D. Rex Winchester
 Registered Professional Land Surveyor
 Texas Registration No. 5191
 Huitt-Zollars, Inc.
 3131 McKinney Ave.
 Suite 600
 Dallas, Texas 75204
 Telc. 214-871-3311



PAGE 2 OF 2

J:\Survey\3122\15m\p\FRANCES_WELLS2 ESMT.doc

05510 02854

05510 02855

Water and Sewer Easement

Grantor: Frances W. Bates Wells

ANY PROVISION HEREIN WHICH RESPECTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (COUNTY OF COLLIN) (THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stated hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

SEP 25 2003

Brenda Taylor



Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Sep 25 2003
At 11:12am

Doc/Num : 2003- 0193698

Recording/Type:EM 17.00
Receipt #: 38373



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Executive Director of Public Services
 Date: February 8, 2022
 Re: Demolition of Eight (8) Properties, Bid 2022-0114

Action Requested:

Consider and act to award bid 2022-0114 for the demolition of eight (8) properties at the unit price listed to Hawkins Construction in an amount not to exceed \$59,999. (Berry) (Sprinkle)

Background Information:

On December 22, 2021, the City received responses to Bid 2022-0114 for the demolition of eight (8) properties. The bid invitation was advertised in the local paper and posted on the City's e-Procurement system in which one hundred sixty-four vendors and plan rooms were notified. Four responses were received.

The service includes demolition to eight properties and the removal of all debris leaving lots in mowable condition. Structures to be demolished include:

302 N. Ohio	414 E. Oak (Church)
101 N. Arkansas	306 W. Maple
103 N. Arkansas	205 W. Main
212 S. Arkansas	307 S. Oklahoma

An initial review was conducted by Purchasing. An additional review was conducted by Development Services. All reviews recommend the apparent low bidder.

The contract period begins within ten (10) calendar days after contractor receives written notice to proceed from the City. All work under the contract shall be completed within 120 calendar days after the date demolition begins.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Agreement

Tab Sheet

Staff Recommendation:

Award Bid # 2022-0114

Event Number	2022-0114 Addendum 3	Organization	City of Celina eBid
Event Title	Demolition Services	Workgroup	Purchasing
Event Description	City of Celina is seeking qualified vendors to	Event Owner	Barbara Sprinkle
Event Type	Quote	Email	bsprinkle@celina-tx.gov
Issue Date	11/22/2021 08:00:01 AM (CT)	Phone	
Close Date	12/22/2021 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Hawkins Construction LLC. (Dun MCKINNEY		TX	12/22/2021 09:07:04 AM (CT)	8	\$59,999.00
Tactical Demolition	Carrollton	TX	12/22/2021 08:51:38 AM (CT)	8	\$87,700.00
Texas Standard Construction, Lt Dallas		TX	12/20/2021 11:05:35 AM (CT)	8	\$106,355.00
Robert Wyatt Contracting	Justin	TX	12/20/2021 02:14:56 PM (CT)	8	\$521,960.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

**City of Celina, Texas
Construction Agreement**

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality ("City") and **Hawkins Construction, LLC** ("Contractor") for **Demolition of Eight Properties**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promise contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Contractor hereby agree as follows:

Article 1: The Work

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the contract documents (the "Contract Documents") for the **demolition of eight properties per Bid # 2022-0114**, as defined in attached Exhibit B – Specification for the terms of which are incorporated herein by reference.

Article 2: Contract Documents

The Contract Documents shall consist of the following documents: (1) this Construction Agreement; (2) any properly authorized change orders; and (3) the Construction specifications (Exhibit B), and [4] Contractor's response (Exhibit A) incorporated by reference. These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

Article 3: Total of Payments Due Contractor

For performance of the work in accordance with the Contract Documents, the City shall pay Contractor in current funds an amount not to exceed **fifty-nine thousand nine hundred ninety-nine dollars (\$59,999.00)**. This amount is subject to adjustment by change order acceptable to Contractor and the City.

Article 4: Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving written notice to proceed from the City. All work required under the Contract Documents shall be completed within 120 calendar days after the date construction activity begins.

Article 5: Proof of Insurance Coverage

Contractor shall provide proof of insurance as listed in the insurance requirement document for itself and ensure that it and its subcontractors are maintaining the required limits.

Article 6: Compliance with Laws

Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Article 7: INDEMNITY

THE CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONTRACTOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, AND THE CONTRACTOR WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) THE CONTRACTOR IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY THE CONTRACTOR IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, THE CONTRACTOR FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS AGREEMENT, THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

Article 8: Progress Payments

As it completes portions of the work, Contractor may request progress payments from the City. Progress payments shall be made by the City based on the City's estimate of the value of the work properly completed by Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if Contractor provides to the City satisfactory evidence that material suppliers have been paid for these materials.

The fact that the City makes a progress payment shall not be deemed to be an admission by the City concerning the quantity, quality, or sufficiency of Contractor's work. Progress payments shall not be deemed to be acceptance of the work nor shall a progress payment release Contractor from any of its responsibilities under the Contract Documents.

Article 9: Withholding Payments to Contractor

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that the work has not been performed in accordance with the Contract Documents. The City may use these funds to pay replacement or substitute contractors to complete unfinished or defective work.

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the City is entitled to indemnification from Contractor under the Contract Documents.

Article 10: Acceptance of the Work

When the work is completed, Contractor shall request that the City perform a final inspection. The City shall inspect the work. If the City determines that the work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the work. If the City determines that the work has not been completed in accordance with the Contract Documents, then it shall provide Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

The work shall not be deemed to be accepted based on "substantial completion" of the work, use or occupancy of the work, or for any reason other than the City's written notice of acceptance.

In its discretion, the City may issue a notice of acceptance covering only a portion of the work. In this event, the notice shall state specifically what portion of the work is accepted.

Article 11: Final Payment

After all work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to include the estimate of the value of work properly completed since the date of the most recent previous progress payment; correct prior progress payments; and include other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to Contractor shall not be due until Contractor provides full or partial releases of liens, or other evidence satisfactory to the City to show that all sums due for labor, services, and materials furnished for or used in connection with the work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The City may, but is not obligated, to issue final payment using joint checks.

Final payment to Contractor shall not be due until Contractor has supplied to the City copies of all documents that the City determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the City has satisfied its obligation to administer the Construction Agreement in accordance with applicable law.

Article 12: Notices

All notices required by this Agreement shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

City of Celina
142 N. Ohio Street
Celina, TX 75009
940-208-0128
purchasing@celina-tx.gov

Hawkins Construction LLC
119 W. Virginia Street, Suite 302
McKinney, TX 75069
214-335-1031
mlieber@hawkinsconstructiontx.com

ARTICLE 13: SUPERVISION

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME

FUNCTION

Article 14: Other Provisions

The Contract Documents shall be construed and interpreted by applying Texas law. Venue for any litigation concerning the Contract Documents shall be proper in Denton County, Texas.

The Contract Documents are binding upon the City and Contractor and shall inure to their benefit and as well as that of their respective successors and assigns.

In the event of any controversy or claim arising out of or relating to this Construction Agreement, or the breach of this Construction Agreement, the parties hereto agree to first submit such controversy or claim to nonbinding mediation.

EXECUTED in single or multiple originals, this _____ day of February 2022.

CITY OF CELINA, TEXAS

HAWKINS CONSTRUCTION, LLC.

Jason Laumer, City Manager

Printed Name & Title

Exhibit A-Contractor's Bid Response
Exhibit B-Specifications

Attachment: Agreement - Demolition (Demolition Bid 2022-0114)



Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: John Cullison, Police Chief
Date: February 8, 2022
Re:

Action Requested:

Consider and act to authorization the award of Bid 2022-0111 for Fireworks Display Services for Splash and Blast with Pyrotex in an amount not to exceed \$25,000. (Berry) (Sprinkle)

Staff Recommendation:

Staff recommends approval.

LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This **LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** (this “Agreement”) is entered into this ____ day of June, 2022, by and between the CITY OF CELINA (hereinafter referred to as “CELINA”), and OLD CELINA LTD. (hereinafter referred to as “OLD CELINA”):

P R E M I S E S:

WHEREAS, Old Celina owns a certain property located in the City of Celina, Texas (the “Property”), and containing approximately 210 acres, more or less, out of the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, and the B.B.B. & C.R.R. Survey, Abstract No. 132 located in Collin County, Texas, and being the real property depicted on Exhibit A attached hereto and incorporated herein by reference for all purposes.

WHEREAS, Celina desires to temporarily occupy a portion of the Property (the “License Area”), more particularly depicted on Exhibit B attached hereto and incorporated herein by reference for all purposes, in order to set up and launch a city-sponsored fireworks display, and

WHEREAS, Old Celina agrees that Celina’s contractor, Precision Fireworks, LLC and its agent, may occupy the License Area as warranted from June 26, 2022 through June 29, 2022 for the purpose of setting up and launching a fireworks display, and

WHEREAS, Old Celina desires that Celina agree to repair any damages or injury to the License Area and livestock, growing crops, and improvements thereon and to be indemnified and held harmless by Celina from all claims by others in connection with, or arising out of, Celina’s temporary occupancy and use of the License Area.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00), and the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged and confessed, Old Celina and Celina agree as follows:

1. **LICENSE.** Old Celina does hereby grant to Precision Fireworks, LLC (the “Fireworks Provider”) a temporary license to use and occupy the License Area (the “License”) for the limited purpose of setting up and launching a fireworks display sponsored by Celina (the “Fireworks Display”); provided, however, that the License shall be limited to the time period beginning June 26, 2020 and ending June 29, 2020 (the “License Period”).

2. **INDEMNIFICATION OF OLD CELINA.** Celina, its successors and assigns (together with any person assuming their obligations, being herein called the “Indemnitor”) shall indemnify, defend and hold harmless Old Celina, its current, future and past partners, employees, affiliated entities, agents, investors, contractors, advisors and controlling persons (Old Celina and each such other person or entity being herein collectively called the “Indemnatee”) from and against any and all losses, claims, damages, and liabilities, joint or several, including all expenses, including fees and disbursements of counsel, reasonably incurred by any Indemnatee in connection with the use or occupancy by Celina or Fireworks Provider of the License Area and/or the preparation for or defense of any claim, action or proceeding, whether or not resulting in any liability, as incurred, to which an Indemnatee may become subject under any applicable federal or state law or otherwise caused by or arising out of any event related to the Fireworks Display on the License Area; or for the intentional torts, gross negligence, recklessness, willful misconduct, criminal acts, bad faith, breach of agreement, and negligence of the Indemnitor in the course of its limited use of the License Area.

Commented [KB1]: Doesn't make sense

3. **NOTICE OF CLAIM.** Promptly after the occurrence of any damage or injury to the License Area or improvements located thereon or receipt by an Indemnatee of notice of any claim or commencement of any action or proceeding in connection with any matter related to Indemnitor’s activities in connection with the rights granted to Indemnitor in this Agreement, such Indemnatee will immediately notify the Indemnitor in writing of such claims or of the commencement of such action or proceeding, as applicable, and if requested by such Indemnatee, the Indemnitor shall assume the defense of such action, including the employment of the Texas Municipal League as counsel for Indemnitor, and the payment of the fees and disbursements of such counsel. In the event such Indemnatee determines, in its reasonable judgment, that there is a conflict of interest by reason of having a common counsel, or if the Indemnitor fails to defend such action, then the Indemnatee may employ separate counsel satisfactory to the Indemnatee, to defend such action, and the Indemnitor shall pay, as incurred, the fees and disbursements of such counsel. The Indemnatee shall also notify the Indemnitor promptly of the assertion against the Indemnatee and/or the Indemnitor, or any of their controlling persons or affiliated entities, of any claim or of the commencement of any action or proceeding in connection with any such matter.

4. **REIMBURSEMENT OF EXPENSES.** The Indemnitor shall reimburse each Indemnatee for any out-of-pocket expenses incurred by such Indemnatee in the event that such Indemnatee's personnel are required or requested by the Indemnitor to appear as witnesses in any action brought against the Indemnitor, whether or not such Indemnatee is named as a defendant.

5. **INSURANCE.** Prior to entering the License Area, Celina and Fireworks Provider will each provide proof of Workman’s Compensation and Employer’s Liability and Business

Automobile Liability and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, issued by an insurance company or companies rated by A.M. Best's Rating Guide as "A-" or better, authorized to do business in the State of Texas, and Celina and the Fireworks Provider will add Old Celina as an additional insured on each policy. The underwriter and policy shall be acceptable to Old Celina in its sole discretion. Celina shall provide Old Celina with proof of said insurance no later than 5:00 p.m., Celina, Texas time, on Monday, June 15, 2020. In the event proof is not provided to Old Celina before such time, this Agreement, and all rights granted herein, shall be null and void and of no further force or effect.

6. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The terms of this Agreement shall be specifically performable in Collin County, Texas.

7. **COUNTERPART EXECUTION.** This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

8. **WAIVER OF GOVERNMENTAL IMMUNITY.** By executing this Agreement, Celina hereby waives sovereign immunity from suit for the limited purpose of enforcing this Agreement. The parties acknowledge and agree that this instrument states the essential terms of their agreement for Old Celina's provision of goods and/or services to Celina, and is, therefore, a contract that is subject to Subchapter I of Chapter 271 of the Texas Local Government Code.

9. **AUTHORITY.** Each of the parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.

10. **REPAIR.** By its use and occupancy of the License Area, Celina agrees that in the event of any damage to the License Area or Property or livestock, growing crops, and improvements located thereon, or to any surrounding property, resulting from Celina's or the Fireworks Provider's use or occupancy of the License Area, including, without limitation, damages arising from a violation of any state or federal environmental laws, Celina will immediately repair, remediate and take all other actions necessary to cause the License Area or Property, livestock, growing crops, and improvements and surrounding property damaged by such use or occupancy to be returned to the same condition as prior to Celina's use and occupancy of the License Area, including but not limited to compliance with all applicable federal and state environmental laws; and in the event the License Area, Property or livestock, growing crops, and improvements cannot be returned to the same condition, Celina will promptly pay Old Celina for the damage to the License Area, the Property and/or livestock, growing crops, and improvements thereon.

Commented [KB2]: Any issue with this date?

Commented [KB3]: Have we waived sovereign immunity always? It seems very open-ended. Shouldn't there be a limit for this "waiver" to end? Attorney question.

11. **APPROVAL BY RESOLUTION.** On or before June 9, 2020, Celina shall ratify this Agreement by resolution whereby (i) the Agreement is approved by Celina, and (ii) the individual executing this Agreement on behalf of Celina is explicitly stated as having been authorized to do so by Celina. Celina shall hand deliver to Licensor at 12400 Preston Road, Suite 100, Frisco, Texas 75033 a fully executed resolution which has been approved by Celina. In the event that such fully executed resolution is not delivered to Licensor by 5:00 p.m. on Monday, June 15, 2020, then this Agreement shall be deemed null and void and of no further force and effect.

Commented [KB4]: Needs to be on council

Commented [KB5]: Who is taking responsibility for "hand delivery"?

12. **ASSURANCES.** Celina agrees to: (1) ensure adequate fire extinguishing or fire-fighting equipment is available on site in the event of fire on the Property or any surrounding property as a result of the License during the License Period; (2) ensure only a State of Texas Pyrotechnician for outdoor pyrotechnic operations is used to perform the Fireworks Display or any tests prior to the Fireworks Display conducted on the License Area; (3) clean up the License Area and Property immediately following the Fireworks Display, or within eighteen (18) hours after the conclusion of the Fireworks Display, to return the License Area and Property to the same condition as the License Area and Property existed immediately prior to Celina's occupancy and use thereof; and (4) ensure clean-up of the License Area and Property is acceptable to Old Celina.

13. **NO WARRANTY.** THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" BASIS, AND CELINA EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF OLD CELINA HEREIN, OLD CELINA MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

INDEMNITOR:

CITY OF CELINA

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS

COUNTY OF COLLIN

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

Given under my hand and seal of office this _____ day of June, 2020.

 NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

INDEMNITEE:

OLD CELINA, LTD.

By: REX Management, L.L.C.,
Its General PartnerBy: _____
Rex K. Glendenning, President

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex K. Glendenning, President of REX Management, L.L.C., the general partner of OLD CELINA, LTD., on behalf of said limited liability company and limited.

Given under my hand and seal of office this _____ day of June, 2020.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
THE PROPERTY

TRACT 1
72.992 Acres

BEING a tract of land situated in the HENRY BENTLEY SURVEY, ABSTRACT NO. 124, Collin County, Texas and being a portion of a 99.301 acre tract of land as conveyed by Russ W. Myers to 4M Development, Inc. as recorded by County Clerk No. 94-0092806, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most Northwest corner of said 99.301 acre tract, same being at an ell corner of County Road No. 8;

THENCE, along the West line of said 99.301 acre tract, same being the East line of a 36.92 acre tract as conveyed to George Menosky as recorded in Volume 1078, Page 7, Deed Records, Collin County, Texas, and the East line of a 2.589 acre tract as conveyed to Roscoe H. Brower, as recorded in Volume 2139, Page 221, Deed Records, Collin County, Texas, South 01 degrees 09 minutes 50 seconds East a distance of 1,003.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the POINT OF BEGINNING of the following described tract:

THENCE, along the South line of a 5.1038 acre tract conveyed to Darl Lynn Nigh and Frances Nigh, as recorded by County Clerk No. 96-0082006, Deed Records, Collin County, Texas, South 66 degrees 23 minutes 09 seconds East a distance of 470.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the South line of said 5.1038-acre tract, South 01 degrees 04 minutes 28 seconds East, a distance of 31.35 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along said South line, North 88 degrees 55 minutes 32 seconds East a distance of 366.53 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner on the West line of a 99.2888 acre tract of land conveyed to Douglas Barker, as recorded in Volume 1343, Page 599, Deed Records, Collin County, Texas;

THENCE, along said West line of a 99.2888 acre tract, South 00 degrees 46 minutes 58 seconds East a distance of 2,099.44 feet, to a 5/8 inch iron pipe found for the Southeast corner of said 99.301 acre tract and being an ell corner of said 99.2888 acre tract;

THENCE, along the North line of said 99.2888 acre tract, South 87 degrees 44 minutes 58 seconds West a distance of 2,922.24 feet, to a 1/2 inch iron rod found for corner;

THENCE, generally along a fence row, North 00 degrees 55 minutes 08 seconds West a distance of 788.48 feet, to a 1/2 inch iron rod found in the crotch of three large Hackberry trees at the junction of the evidence of an old North-South fence and evidence of an old fence from the East, and being on the South line of a 73.047 acre tract as conveyed to Douglas Barker, as recorded in Volume 1159, Page 423, Deed Records, Collin County, Texas;

THENCE, along the South line of said 73.047 acre tract, North 87 degrees 45 minutes 55 seconds East a distance of 2,144.18 feet, to a 5/8 inch iron rod found for the Southeast corner of said 73.047 acre tract;

THENCE, along the East line of said 73.047 acre tract, North 01 degrees 47 minutes 07 seconds West a distance of 437.83 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the East line of said 73.047 acre tract, North 01 degrees 09 minutes 50 seconds West a distance of 366.97 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southwest corner of a 5.0227 acre tract as conveyed to Robert Jake Jones and Virginia C. Jones;

THENCE, along the South line of said 5.0227 acre tract, North 88 degrees 55 minutes 32 seconds East a distance of 365.91 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southeast corner of said 5.0227 acre tract;

THENCE, along the East line of said 5.0227 acre tract, North 01 degrees 04 minutes 28 seconds West a distance of 438.70 feet, to the point of curvature of a curve to the left having a central angle of 65 degrees 18 minutes 41 seconds and a radius of 120.00 feet;

THENCE, continuing along said East line and said curve to the left, for an arc length of 136.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, along the North line of said 5.0227 acre tract, North 66 degrees 23 minutes 09 seconds West a distance of 326.99 feet, to the Northernmost corner of said 5.0227 acre tract;

THENCE, North 01 degrees 09 minutes 50 seconds West a distance of 66.08 feet, to the POINT OF BEGINNING and containing 72.992 acres of land, more or less.

TRACT 2
99.028 Acres

BEING a tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and also being all of a 52.807 acre tract and a 46.4818 acre tract conveyed to Douglas Barker d/b/a Barker Brothers Land Cattle Company as recorded in Volume 1343, Page 599 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for corner at the northeast corner of said 46.4818 acre tract, said iron rod also being in the south right of way line of FM 455 (a 90' ROW);

THENCE South 01 degrees 04 minutes 43 seconds East a distance of 2150.13 feet to a ½ inch iron rod found for corner;

THENCE South 00 degrees 43 minutes 32 seconds East a distance of 1605.62 feet to a ½ inch iron rod found for corner in the north line of 73.558 acre tract as recorded in Volume 3965, Page 2169, D.R.C.C.T.;

THENCE South 88 degrees 18 minutes 39 seconds West following the north line of said 73.558 acres a distance of 824.02 feet to 2 inch iron pipe found for corner at the northeast corner of said 73.558 acre tract;

THENCE South 88 degrees 30 minutes 52 seconds West a distance of 2900.39 feet to wood fence post in the creek for corner;

THENCE North 00 degrees 59 minutes 11 seconds West a distance of 421.72 feet to ½ inch iron rod found for corner at the southwest corner of a 75.0307 acre tract as recorded in County Clerk No. 94-0092806 of Collin County, Texas;

THENCE North 87 degrees 43 minutes 39 seconds East following the south line of said 75.0307 acre tract a distance of 2922.26 feet to a 1 inch iron pipe found for corner at an ell corner of said 75.0307 acre tract;

THENCE North 00 degrees 48 minutes 41 seconds West following the east line of said 75.0307 acre tract a distance of 3339.14 feet to a 60d nail found for corner in County Road No. 8;

THENCE North 88 degrees 19 minutes 00 seconds East following said County Road No. 8 a distance of 75.37 feet to a 60d nail found for corner in the south ROW line of said FM No. 455, said 60d nail also being in a curve to the left with a chord bearing of South 80 degrees 57 minutes 03 seconds East and a chord distance of 241.64 feet;

THENCE along said curve to the left following the south ROW line of said FM No. 455 through a central angle of 21 degrees 27 minutes 53 seconds a radius distance of 648.80 feet and an arc distance of 243.06 feet to a ½ inch iron rod set for corner;

THENCE North 88 degrees 19 minutes 00 seconds East following the south ROW line of FM No. 455 a distance of 483.09 feet to the POINT OF BEGINNING and containing 99.028 acres, more or less.

TRACT 6
38.545 Acres

BEING a tract of land situated in Collin County, Texas and being in the Henry Bentley Survey, Abstract No. 124 and being a part of that certain tract of land known as Tract One, conveyed to Clifford Gee McKnight, as recorded in Volume 2430, Page 665, of the Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 1/4-inch iron pipe found for corner, said corner being in the south right-of-way line of F.M. Highway No. 455 (a public thoroughfare) and also being the northeast corner of a tract of land conveyed to Rex Glendenning, et ux, as recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE North 88 degrees 23 minutes 45 seconds East along said south right-of-way line, a distance of 885.98 feet to a 3/8-inch iron rod found for corner, said corner being the northwest corner of a tract of land conveyed to Hassan Badii, as recorded in Volume 2031, Page 943, D.R.C.C.T.;

THENCE South 00 degrees 48 minutes 00 seconds East along the west line of said Badii tract, and along the west line of a tract of land conveyed to Stephen Harold Mills, as recorded in Volume 4987, Page 3011, D.R.C.C.T. and the west line of a tract of land conveyed to the City of Celina, as recorded in Volume 4770, Page 2324, D.R.C.C.T., a distance of 2150.90 feet to a 5/8-inch iron rod found for an ell corner of said City of Celina tract;

THENCE South 89 degrees 02 minutes 12 seconds West along the most southerly north line of said City of Celina tract, a distance of 881.92 feet to a 1/2-inch iron rod with cap stamped "ALLIANCE" found for corner, said corner being on the east line of the aforementioned Glendenning tract;

THENCE North 00 degrees 54 minutes 23 seconds West along the east line of said Glendenning tract, a distance of 2140.98 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1,896,815 square feet or 43.545 acres of land, more or less.

SAVE & EXCEPT the following 5 acres

BEING all that certain tract or parcel of land situated in the H. BENTLEY SURVEY, Abstract No. 124 in the City of Celina, Collin County, Texas and being out of a 44.50 acre tract of land described in deed to Clifford Gee McKnight, recorded in Volume 2430, Page 665 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said McKnight tract of land, being an ell corner for a 39.02 acre tract of land described in deed to the City of Celina, recorded in Volume 4770, Page 2324, D.R.C.C.T.;

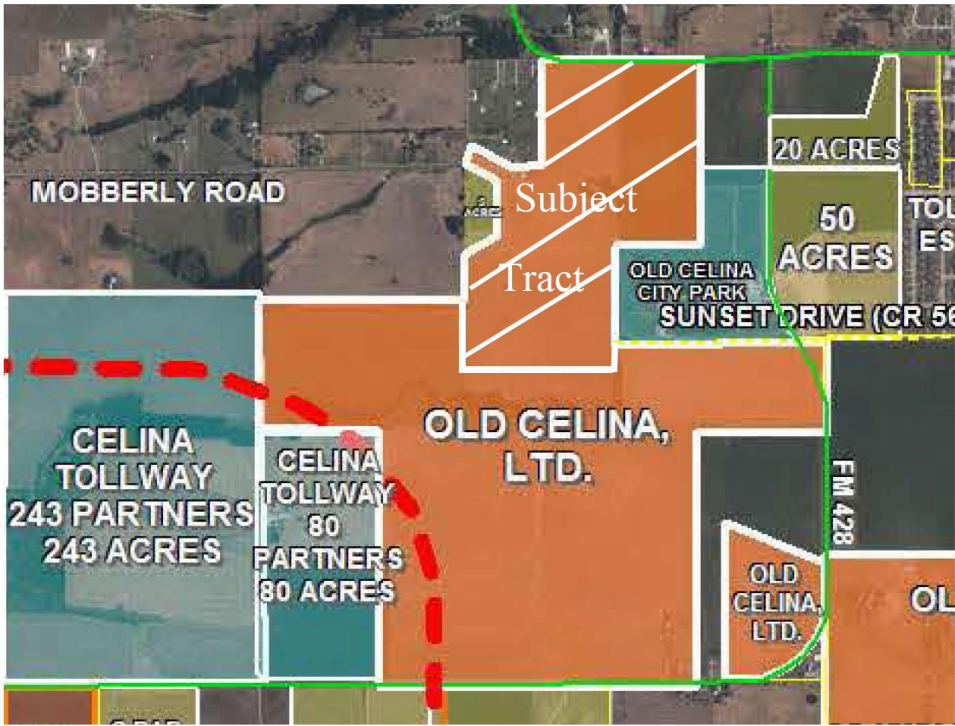
THENCE S 89°03'24" W, along the common line of said McKnight and City of Celina tracts, a distance of 881.83 feet to a 1/2-inch iron rod found for a corner on the easterly line of a 99.028 acre tract of land described in deed to Rex Glendenning, recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE N 01°05'22" W, along the common line of said McKnight and Glendenning tracts, a distance of 246.81 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner;

THENCE N 89°03'24" E, departing said common line, a distance of 883.07 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner on the westerly line of the aforesaid City of Celina tract of land;

THENCE S 00°48'00" E, along the common line of said McKnight and City of Celina tract, a distance of 246.81 feet to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acre of land, more or less.

Resulting in 38.545 acres of land, more or less.



Event Number 2022-0111
Event Title Fire Works Display Services
Event Type RFP
Issue Date 11/1/2021 08:00:01 AM (CT)
Close Date 12/6/2021 03:30:00 PM (CT)

Organization City of Celina eBid
Workgroup Purchasing
Email bsprinkle@celina-tx.gov
Phone
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Half Off Fireworks LLC (BROWN)	DRIFTWOOD	TX	11/23/2021 05:49:45 PM (CT)	0	\$23,960.00
Illumination Fireworks	Carrollton	TX	11/15/2021 01:07:56 PM (CT)	0	\$25,000.00
Liberty Fireworks (Liberty MJ Fir	San Antonio	TX	12/5/2021 08:25:21 PM (CT)	0	\$25,000.00
Pyrotex	Leonard	TX	12/6/2021 01:44:54 PM (CT)	0	\$25,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Budget Amendment FY2021-2022

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:

A FY2022 budget amendment is requested for the FY2021-2022 Operating Budget

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance Amending Budget
Exhibit A

Staff Recommendation:

Approval

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2021-75, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2021-2022 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2021-2022, heretofore previously adopted by Ordinance 2021-75; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City’s budget for the fiscal year ending September 30, 2022, heretofore previously adopted by Ordinance 2021-75 duly enacted by the City Council of the City of Celina on the 14th day of September, 2021, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8th day of February 2022.

Sean Terry, Mayor

ATTEST:

Lauren Field, Deputy City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: February 08, 2022
FY2022 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
102-116-000-6653	EMPLOYEE TUITION REIMBURSEMENT	Reimbursement of education	20,000
102-31-3050	FUND BALANCE	General Fund Balance	(20,000)
102-400-000-4313	MUD1 FIRE/EMS & POLICE FEES	Deferred Revenue Received - Public Safety	(411,571)
102-31-3050	FUND BALANCE	General Fund Balance	411,571
102-106-000-6100	CITY SECRETARY	Contract Labor	50,000
102-31-3050	FUND BALANCE	General Fund Balance	(50,000)
102-400-000-4758	REIMBURSEMENT	Troubadour	(15,007)
102-110-000-6107	SPECIAL EVENT	Troubadour	11,518
102-112-000-6107	SPECIAL EVENT	Troubadour	11,447
102-113-000-6105	SPECIAL EVENT	Troubadour	951
102-113-000-6410	PARKS MAINTENANCE	Troubadour	2,589
102-113-000-6412	IRRIGATION MAINTENANCE	Troubadour	600
102-31-3050	FUND BALANCE	General Fund Balance	(12,098)
102-106-000-6630	LEGAL PUBLICATIONS	Public Notice Publishings	4,000
102-106-000-6634	LICENSE, PERMIT, FILING FEES	County Filing Fees	12,000
102-31-3050	FUND BALANCE	General Fund Balance	(16,000)

Description

Budget Amendment Ordinance

Created By	Date	2/8/2022	☒ Yes	☐ No
Reviewed By	Date		Request Approval by Council	
Entered By	Date			



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Glasgow, Director of Engineering
 Date: February 8, 2022
 Re: 2021 Street Maintenance

Action Requested:

Consider and act to award Bid 2022-0106 for Oklahoma Drive Gravity waste water collection system to ANA Site Construction in the amount of \$1,942,409.45 plus ten percent contingency in the amount of \$194,240.95 for a total amount not to exceed \$2,136,640.40. (Berry)

Background Information:

On January 25, 2022, the City received responses to bid 2022-0106 for the Oklahoma Drive gravity waste water collection system. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred sixty-five vendors were notified. Six responses were received.

An initial review was conducted by Procurement to verify all required documents were completed and acceptable. The results were sent to staff and to the Engineer of Record. The engineer reviewed the contractors experience and verified references. The Engineer recommended ANA Site Construction which is the lowest responsible vendor and staff concurs.

The contract period is for 120 calendar days.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Contract documents have been previously reviewed and approved.

Supporting Documents:

Tab Sheet
Agreement

Staff Recommendation:

Award Bid #2022-0106

Oklahoma Drive Gravity Wastewater Collection System Bid
Tabulation

				ANA Site Construction		SAI Construction Inc.		WillCo Underground (Osmus)		Western Municipal Construction of Texas LLC		Canary Construction, Inc.		ATKINS BROS. EQUIP. CO., INC	
				Total Price	\$1,942,409.45	Total Price	\$1,964,847.00	Total Price	\$2,081,074.00	Total Price	\$2,840,132.00	Total Price	\$3,235,837.00	Total Price	\$4,601,062.00
Line #	Description	QTY	UOM	Unit	Extended	Unit2	Extended3	Unit4	Extended5	Unit6	Extended7	Unit8	Extended9	Unit10	Extended11
1	Traffic Control Plan	3	MO	\$4,315.00	\$12,945.00	\$2,500.00	\$7,500.00	\$5,000.00	\$15,000.00	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00
2	SWPPP/Erosion and Sedimentation Control	1	LS	\$59,540.00	\$59,540.00	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$4,500.00	\$4,500.00
3	Project Identification Sign	2	EA	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$5,000.00	\$10,000.00	\$1,800.00	\$3,600.00	\$950.00	\$1,900.00	\$750.00	\$1,500.00
4	Remove Manhole	8	EA	\$1,995.00	\$15,960.00	\$525.00	\$4,200.00	\$3,000.00	\$24,000.00	\$3,400.00	\$27,200.00	\$2,500.00	\$20,000.00	\$2,000.00	\$16,000.00
5	Remove Cleanout	1	EA	\$1,785.00	\$1,785.00	\$425.00	\$425.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$950.00	\$950.00	\$2,500.00	\$2,500.00
6	Remove Tree and Stump	6	EA	\$2,235.00	\$13,410.00	\$1,125.00	\$6,750.00	\$2,000.00	\$12,000.00	\$1,100.00	\$6,600.00	\$900.00	\$5,400.00	\$5,000.00	\$30,000.00
7	Remove and Replace Concrete Pavement	49	SY	\$108.45	\$5,314.05	\$100.00	\$4,900.00	\$150.00	\$7,350.00	\$250.00	\$12,250.00	\$250.00	\$12,250.00	\$160.00	\$7,840.00
8	Temporary Asphalt	8	SY	\$301.00	\$2,408.00	\$100.00	\$800.00	\$200.00	\$1,600.00	\$300.00	\$2,400.00	\$95.00	\$760.00	\$92.00	\$736.00
9	Sanitary Sewer Manhole, 5 feet diameter	3	EA	\$11,835.00	\$35,505.00	\$19,500.00	\$58,500.00	\$18,000.00	\$54,000.00	\$16,000.00	\$48,000.00	\$16,000.00	\$48,000.00	\$20,000.00	\$60,000.00
10	Sanitary Sewer Drop Manhole, 5 feet diameter	11	EA	\$13,475.00	\$148,225.00	\$13,450.00	\$147,950.00	\$20,000.00	\$220,000.00	\$32,000.00	\$352,000.00	\$22,000.00	\$242,000.00	\$25,000.00	\$275,000.00
11	Sanitary Sewer Drop Manhole Vertical Riser, 5 feet diameter	178	VF	\$790.00	\$140,620.00	\$610.00	\$108,580.00	\$400.00	\$71,200.00	\$450.00	\$80,100.00	\$550.00	\$97,900.00	\$500.00	\$89,000.00
12	Sanitary Sewer Cleanout	1	EA	\$2,615.00	\$2,615.00	\$1,250.00	\$1,250.00	\$4,000.00	\$4,000.00	\$4,700.00	\$4,700.00	\$950.00	\$950.00	\$3,200.00	\$3,200.00
13	Abandon Existing Sanitary Sewer Pipe	30	CY	\$247.00	\$7,410.00	\$230.00	\$6,900.00	\$150.00	\$4,500.00	\$700.00	\$21,000.00	\$300.00	\$9,000.00	\$1,500.00	\$45,000.00
14	Remove Existing Sanitary Sewer Pipe	2299	LF	\$20.00	\$45,980.00	\$20.00	\$45,980.00	\$45.00	\$103,455.00	\$19.00	\$43,681.00	\$65.00	\$149,435.00	\$55.00	\$126,445.00
15	Curb and Gutter, Type A	30	LF	\$150.00	\$4,500.00	\$35.00	\$1,050.00	\$100.00	\$3,000.00	\$65.00	\$1,950.00	\$150.00	\$4,500.00	\$180.00	\$5,400.00
16	8-Inch PVC Pipe, SDR 26	55	LF	\$100.40	\$5,522.00	\$91.00	\$5,005.00	\$70.00	\$3,850.00	\$150.00	\$8,250.00	\$200.00	\$11,000.00	\$200.00	\$11,000.00
17	8-Inch PVC Pipe, SDR 26 With Casing Spacers	170	LF	\$52.25	\$8,882.50	\$71.00	\$12,070.00	\$75.00	\$12,750.00	\$92.00	\$15,640.00	\$200.00	\$34,000.00	\$290.00	\$49,300.00
18	Steel Pipe Casing, 15" Diamater, 0.375" Thick BOTOC	170	LF	\$464.45	\$78,956.50	\$395.00	\$67,150.00	\$450.00	\$76,500.00	\$875.00	\$148,750.00	\$500.00	\$85,000.00	\$310.00	\$52,700.00
19	12-Inch PVC Pipe, SDR 26	1938	LF	\$88.60	\$171,706.80	\$111.00	\$215,118.00	\$120.00	\$232,560.00	\$180.00	\$348,840.00	\$250.00	\$484,500.00	\$450.00	\$872,100.00
20	12-Inch PVC Pipe, SDR 26 With Casing Spacers	358	LF	\$84.85	\$30,376.30	\$92.00	\$32,936.00	\$125.00	\$44,750.00	\$150.00	\$53,700.00	\$250.00	\$89,500.00	\$390.00	\$139,620.00
21	Steel Pipe Casing, 24" Diamater, 0.375" Thick BOTOC	358	LF	\$562.60	\$201,410.80	\$450.00	\$161,100.00	\$475.00	\$170,050.00	\$930.00	\$332,940.00	\$600.00	\$214,800.00	\$1,400.00	\$501,200.00
22	18-Inch PVC Pipe, SDR 26	1728	LF	\$149.70	\$258,681.60	\$274.00	\$473,472.00	\$208.00	\$359,424.00	\$220.00	\$380,160.00	\$360.00	\$622,080.00	\$400.00	\$691,200.00
23	18-Inch PVC Pipe, SDR 26 With Casing Spacers	726	LF	\$154.55	\$112,203.30	\$158.00	\$114,708.00	\$205.00	\$148,830.00	\$225.00	\$163,350.00	\$360.00	\$261,360.00	\$450.00	\$326,700.00
24	Steel Pipe Casing, 30" Diamater, 0.375" Thick BOTOC	726	LF	\$695.35	\$504,824.10	\$590.00	\$428,340.00	\$525.00	\$381,150.00	\$1,000.00	\$726,000.00	\$650.00	\$471,900.00	\$1,400.00	\$1,016,400.00
25	Trench Safety	3721	LF	\$8.50	\$31,628.50	\$3.00	\$11,163.00	\$5.00	\$18,605.00	\$1.00	\$3,721.00	\$12.00	\$44,652.00	\$1.00	\$3,721.00
26	Bypass Pumping System	1	LS	\$22,500.00	\$22,500.00	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00	\$250,000.00	\$250,000.00	\$125,000.00	\$125,000.00
27	Grass Seed	10000	SY	\$1.65	\$16,500.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$5.00	\$50,000.00	\$13.00	\$130,000.00

Attachment: Bid Tabulation by Line (Oklahoma Gravity Bid 2022-0106)

SECTION 00410
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and ANA Site Construction (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Oklahoma Drive Gravity Waste Water Collection System
BID 2022-0106
PROJECT S23

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

Remodel of meeting room, break room, unisex to women's shower, work room divided into office and expansion for new men's lockers, showers, and restrooms. Approximately 3,436 SF.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by:

Pacheco Koch

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a

penalty), CONTRACTOR shall pay OWNER \$2500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$2500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: \$1,942,409.45

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following in their entirety:
 1. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. Maintenance Bond;
 5. General Conditions;
 6. Supplementary Conditions;
 7. Specification as listed in the table of contents of the Project Manual;
 8. Drawings;
 9. All Addenda;
 10. Exhibits to this Agreement;

- a. CONTRACTOR'S Bid Response;
 - b. CONTRACTOR'S Insurance
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
- 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **XX, 2021**.

CITY OF CELINA, TEXAS

CONTRACTOR.

Jason Laumer, City Manager

Printed Name & Title

Address for giving notices:

**City of Celina
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov**

Address for giving notices:

EJCDC® C-410, Bid Form for Construction Contract.
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and American Society of Civil Engineers. All rights reserved.

Attachment: 00-410 - Standard Form of Agreement (Oklahoma Gravity Bid 2022-0106)



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Glasgow, Director of Engineering
 Date: February 8, 2022
 Re: CMAR Services for Downtown Patio Project, RFP 2020-0119

Action Requested:

Consider and act to award RFP 2022-0119 for pre-construction services for the Downtown Patio Project to AUI Partners, LLC.. (Berry)

Background Information:

On January 14, 2022, the City received responses to RFP 2022-0119 for construction manager at risk (CMAR) services for the Downtown Patio Improvements. The invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred sixty-eight vendors and plan rooms were notified. Two No-Bids and three responses were received.

The submittals were reviewed by a committee from various departments. Procurement evaluated the financial aspects of the solicitation. The committee reviewed each firms experience and qualifications of the proposed team.

Staff is requesting authorization to contract with AUI Partners, LLC for pre-construction services. AUI will work with the architect and staff to complete the design phase. Once the design is complete, staff will present the construction contract and guaranteed maximum price (GMP).

Construction of the public patio that will include utilities infrastructure, paving of sidewalks, irrigation, landscaping, fencing, screening walls, artificial turf, constructing patio area with covers and public seating.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Agreement

Staff Recommendation:

Award RFP 2022-0119

				Hill & Wilkinson General Contractors		Henthorn Commercial Construction		AUI Partners, LLC	
				Total Price	\$0.00	Total Price	\$0.01	Total Price	\$1.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Pre-Construction Fee	1	EA	0		<u>\$0.00</u>	\$0.01	\$0.00	\$1.00
2	Construction Services Fee	1	Percentage	2.95%		3.0%		2.75%	

Attachment: Bid Tabulation by Supplier Spreadsheet (CMAR Services for Downtown Patio Project, RFP

Line #
1
2

Supplier Scoring Summary

2022-0119 - Downtown Patio & Resurfacing Improvements - Round 1 -
CMAR DOWNTOWN PATIO PROJECT

Supplier									
	Rank	Score	Evaluation Criteria	Experience with Similar Facility Construction	Experience - Modifications	Qualifications of Project Personnel	References	Fee - Pre-Construction	Fee - Construction Services
		100.00	30.00	30.00	10.00	10.00	5.00	5.00	10.00
AUI Partners, LLC	1.00	90.67	26.33	28.67	8.67	10.00	5.00	5.00	7.00
Hill & Wilkinson General Contr	2.00	90.32	26.67	29.33	7.67	10.00	5.00	4.65	7.00
Henthorn Commercial Constructi	3.00	77.55	15.33	28.67	7.00	8.00	5.00	4.55	9.00
		86.18	22.78	28.89	7.78	9.33	5.00	4.73	7.67



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Figueroa, Director of Public Works
 Date: February 8, 2022
 Re: 2022 Mini Dump Truck - Public Works

Action Requested:

Consider and Act to authorize the purchase of a mini dump truck for fiscal year 2022 for the Public Works Department from Silsbee Ford in an amount not to exceed \$81,839.50 (Berry) (Sprinkle)

Background Information:

Staff request authorization to procure a mini dump truck for the Public Works Department. The vehicle will be purchased through a cooperative contract with The Interlocal Purchasing System (TIPS) Contract 200206.

The City maintains an executed Interlocal Agreement with the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfy the competitive bidding requirements while saving time and funding in the development of specification of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget.

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quotes

Staff Recommendation:

Authorize the Purchase of a Mini Dump Truck



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: CHRIS COX 469.631.9612

Phone: 409.300.1385

Email: CCOX@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F550 REGULAR CAB CHASSIS

Date: January 27, 2022

A. Bid Item: 51

A. Base Price: \$ **35,333.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F5G	2022 FORD F550 4X2 REG CAB/CHAS 84"C	\$ 2,895.00	68M	19500# GVWR	\$ 1,155.00
99T	6.7L V8 DIESEL	\$ 10,495.00	872	REARVIEW CAMERA KIT	\$ 415.00
Z1	EXTERIOR WHITE	\$ -	18B	RUNNING BOARDS	\$ 320.00
AS	INTERIOR VINYL 40/20/40	\$ -	TRUX	3/4 YARD DUMP BODY WITH ELECTRIC	\$ 26,795.00
90L	POWER EQUIPMENT GROUP	\$ 1,125.00		HYDRAULIC HOIST, ROLL TARP, CLASS	
76C	BACKUP ALARM	\$ 140.00		HITCH W/ PINTLE HOOK, PER #831	
X8L	4.88 LIMITED SLIP AXLE	\$ 360.00			
52B	TRAILER BRAKE CONTROLLER	\$ 275.00			

Total of B. Published Options: \$ **43,975.00**

Published Option Discount (5%) \$ **(2,054.00)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER/BUE MPOWER X2 GRILL MOUNT	\$ 270.00		
AMBER/BUE MPOWER X2 TAIL GATE	\$ 270.00		
LIGHTED ROCKER SWITCH	\$ 5.00		
1500W POWER INVERTER	\$ 395.00		
FED SIG AMBER ALLEGIANT LIGHTBAR	\$ 2,195.00		
INSTALLATION 13 HOURS	\$ 975.00		

Total of C. Unpublished Options: \$ **4,110.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 317 miles

\$ 475.50

H. Subtotal:

\$ 81,839.50

I. Quantity Ordered 1 x H =

\$ 81,839.50

J. Trade in:

\$ -

K. Total Purchase Price Including TIPS Fee

\$ 81,839.50



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Figueroa, Director of Public Works
Date: February 8, 2022
Re: Asphalt Repairs Bid 2022-0118

Action Requested:

Consider and act to award bid 2022-0118 for Asphalt, Pothole Repair and Maintenance at the unit prices listed to Aleksander Omega, LLC., in an amount not to exceed \$75,000. (Berry)

Background Information:

On January 10, 2022, the City received responses to bid 2022-0118 for Hot-Mix Asphalt, Pothole Repair and Maintenance. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred eighty-two vendors were notified. One response was received.

The submittal were reviewed by the Director of Public Works, Andrew Figueroa.

The contract period is for one year with the option to renew the agreement for four additional one-year periods.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Tab Sheet

Staff Recommendation:

Award Bid # 2022-0118

Hot-Mix Asphalt, Pothole Repair and Maintenance

				ALEKSANDER OMEGA LLC
Line #	DESCRIPTION	QTY	UOM	UNIT PRICE
1	Mill existing asphalt/chip seal surface a min. of 10 depth. and roll and compact. (Per square yard)	1	EA	\$50.00
2	Pothole repair with 6 of flex base and 3 HMAc type D overlay (0-500 square feet) (Material provided by City)	1	EA	\$11.00
3	Pothole repair with 6 of flex base and 3 HMAc type D overlay (501-1000 square feet) (Material provided by City)	1	EA	\$11.00
4	Pothole repair with 6 of flex base and 3 HMAc type D overlay (1000 plus square feet) (Material provided by City)	1	EA	\$11.00
5	Additional subgrade repairs in 6 depth intervals per square feet	1	EA	\$3.00
6	Tri-ax by Tensar per city standards, material and labor per square feet	1	EA	\$3.50
7	3 HMAc Type D overlay with laydown machine and 6 flex base per square yard.	1	EA	\$100.00
8	Two course chip seal per TxDOT standards, per square yard.	1	EA	\$85.00
9	12 wide 9deep flex based asphalt shoulder repair, per linear foot. (Contractor provides all material)	1	EA	\$100.00
10	Asphalt crack seal	1	EA	\$6.00
11	Pothole repair with 6 of flex base and 3 HMAc type D overlay (0-500 square feet) (Material provided by Contractor)	1	EA	\$13.00
12	Pothole repair with 6 of flex base and 3 HMAc type D overlay (501-1000 square feet) (Material provided by Contractor)	1	EA	\$13.00
13	Pothole repair with 6 of flex base and 3 HMAc type D overlay (1000 plus square feet) (Material provided by Contractor)	1	EA	\$13.00

Attachment: Bid TABulation Asphalt Repair (Hot-Mix Asphalt, Pothole Repair and Maintenance)

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Hot-Mix Asphalt, Pothole Repair and Maintenance

				ALEKSANDER OMEGA LLC
Line #	DESCRIPTION	QTY	UOM	UNIT PRICE
1	Mill existing asphalt/chip seal surface a min. of 10 depth. and roll and compact. (Per square yard)	1	EA	\$50.00
2	Pothole repair with 6 of flex base and 3 HMAc type D overlay (0-500 square feet) (Material provided by City)	1	EA	\$11.00
3	Pothole repair with 6 of flex base and 3 HMAc type D overlay (501-1000 square feet) (Material provided by City)	1	EA	\$11.00
4	Pothole repair with 6 of flex base and 3 HMAc type D overlay (1000 plus square feet) (Material provided by City)	1	EA	\$11.00
5	Additional subgrade repairs in 6 depth intervals per square feet	1	EA	\$3.00
6	Tri-ax by Tensar per city standards, material and labor per square feet	1	EA	\$3.50
7	3 HMAc Type D overlay with laydown machine and 6 flex base per square yard.	1	EA	\$100.00
8	Two course chip seal per TxDOT standards, per square yard.	1	EA	\$85.00
9	12 wide 9deep flex based asphalt shoulder repair, per linear foot. (Contractor provides all material)	1	EA	\$100.00
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12	Pothole repair with 6 of flex base and 3 HMAc type D overlay (501-1000 square feet) (Material provided by Contractor)	1	EA	\$13.00
13	Pothole repair with 6 of flex base and 3 HMAc type D overlay (1000 plus square feet) (Material provided by Contractor)	1	EA	\$13.00

Attachment: Bid Tabulation Asphalt Repair (Hot-Mix Asphalt, Pothole Repair and Maintenance)

Line #
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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Barbara Sprinkle, Purchasing
 CC: Andy Glasgow, Director of Engineering
 Date: February 8, 2022
 Re: 2022 Ford F150 Truck - Engineering

Action Requested:

Consider and Act to authorize the purchase of a Ford F150 truck for fiscal year 2022 for the Engineering Department from Silsbee Ford in an amount not to exceed \$34,343.50 (Berry)

Background Information:

Staff request authorization to procure a Ford F150 for the Engineering Department. The vehicle will be purchased through a cooperative contract with The Interlocal Purchasing System (TIPS) Contract 200206.

The City maintains an executed Interlocal Agreement with the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfy the competitive bidding requirements while saving time and funding in the development of specification of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget.

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quotes

Staff Recommendation:

Authorize the Purchase of a Ford F150

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #601-19

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA

Prepared by: RICHARD HYDER

Contact: LAP TRINH 469.813.4185

Phone: (409) 300-1385

Email: LTRINH@CELINA-TX.GOVEmail: rhyder.cowboyfleet@gmail.com

Product Description: FORD F150

Date: December 7, 2021

A. Bid Series: 123

A. Base Price: \$ 18,188.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X1E	2022 F150 SUPERCAB 4X4 6.5' BED	\$ 9,825.00		TRAILER BRAKE CONTROLLER	\$ -
AS	INTERIOR GRAY VINYL 40/20/40	\$ -	XL3	3.31 ELECTRONIC LOCKING AXLE	\$ 395.00
YZ	EXTERIOR WHITE	\$ -			
995	5.0L V8 GAS	\$ 1,876.00			
101A	XL HIGH PKG	\$ 1,439.00			
	REAR VIEW CAMERA	\$ -			
	REVERSE SENSING SYSTEM	\$ -			
	POWER EQUIPMENT GROUP	\$ -			
	CRUISE CONTROL	\$ -			
	BLUETOOTH/SYNC	\$ -			
53A	TRAILER TOWING PKG	\$ 1,025.00			
Total of B. Published Options:					\$ 14,560.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 2.3 %

Options	Bid Price	Options	Bid Price
GRILL LEDS AMBER/BLUE X2	\$ 270.00		
INSTALLATION	\$ 300.00		
HIDDEN LEDS AMBER/BLUE REVERSE LIGHTS	\$ 190.00		
Total of C. Unpublished Options:			\$ 760.00

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

\$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 317 miles

\$ 475.50

K. Subtotal:

\$ 33,983.50

L. Quantity Ordered 1 x K =

\$ 33,983.50

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 34,383.50



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Karla Stovall, Assistant City Manager
 Date: February 8, 2022
 Re: FY 2022 Computers - Series 2

Action Requested:

Consider and act to purchase computers through a cooperative contract with State of Texas Department of Information Resources contract DIR-TS0-3763-R in an amount not to exceed \$44,000.00. (Berry)

Background Information:

In October 2021 Council authorize the initial purchase of computers and equipment in the amount of \$77,485.349. Staff requests authorization to purchase additional computers and equipment on an as needed basis through the following cooperative agreement.

- State of Texas Department of Information Resources
- Contract #: DIR-TS0-3763-R

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

N/A

Staff Recommendation:

Authorize the purchase as recommended.



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Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Estates at Bonito Lake - Annexation

Action Requested:

Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 100 acres within the Extraterritorial Jurisdiction (ETJ), generally located at the southeast corner of future Stallcup Boulevard and future Coit Road. (Estates at Bonito Lake – Annexation) (Mohan)

Applicant:

Peloton Land Solutions
11000 Frisco Street
Frisco, TX 75033, Suite 400

Background Information:

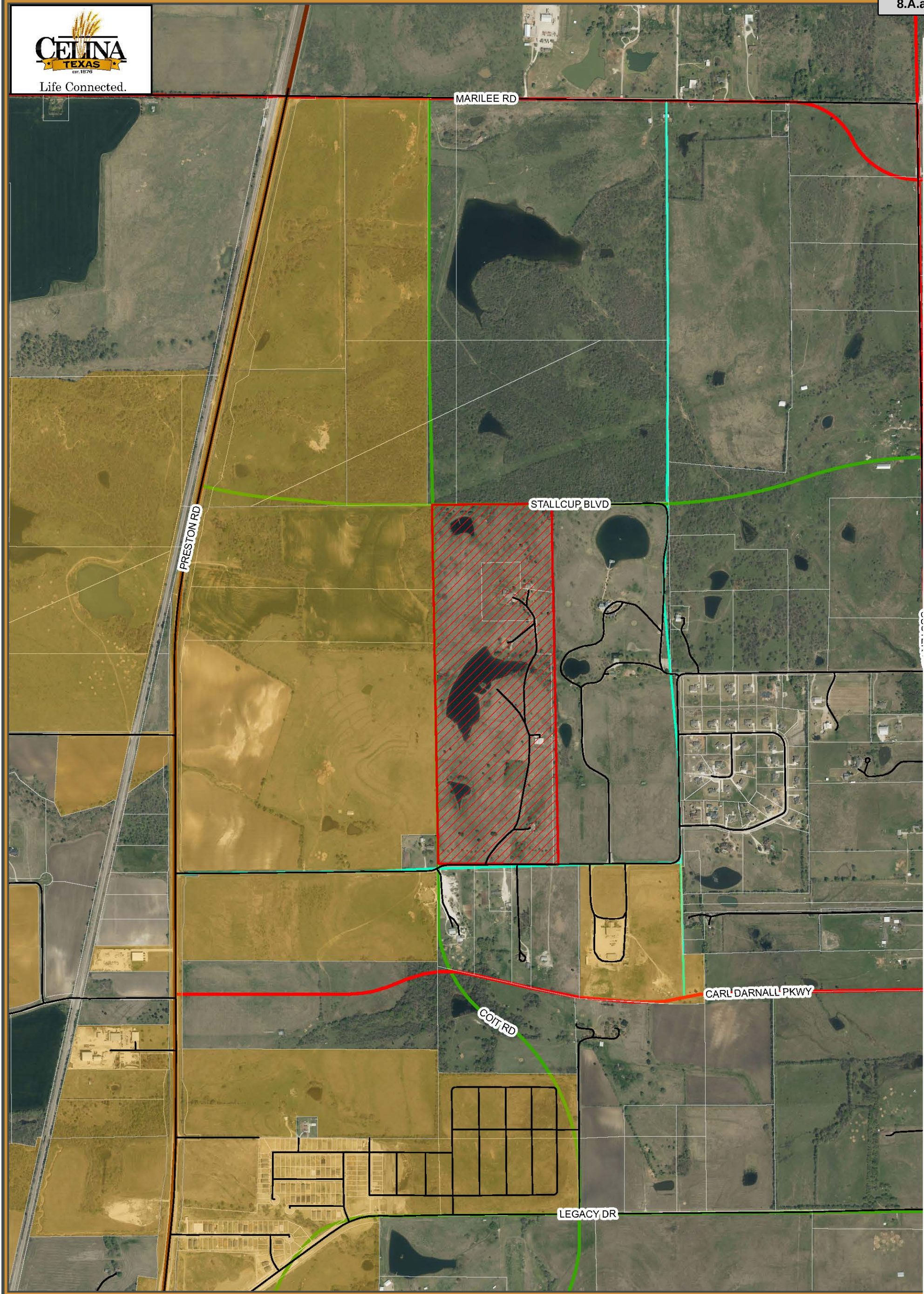
This item is for the annexation of the Estates at Bonito Lake. The applicant is proposing to zone the property to a Planned Development (PD) with Single-Family Residential Estate District (SF-E) base zoning, in conformance with the approved governing Development Agreement. Please refer to the attached documents for further information, and the accompanying annexation service agreement and zoning agenda items.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.



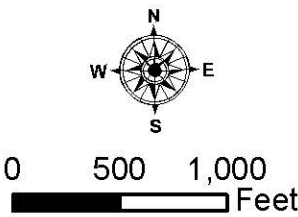
Attachment: Location Map (Estates at Bonito Lake – Annexation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

**The Estates at Bonita Lake
Location Map
City of Celina**

9/28/2021

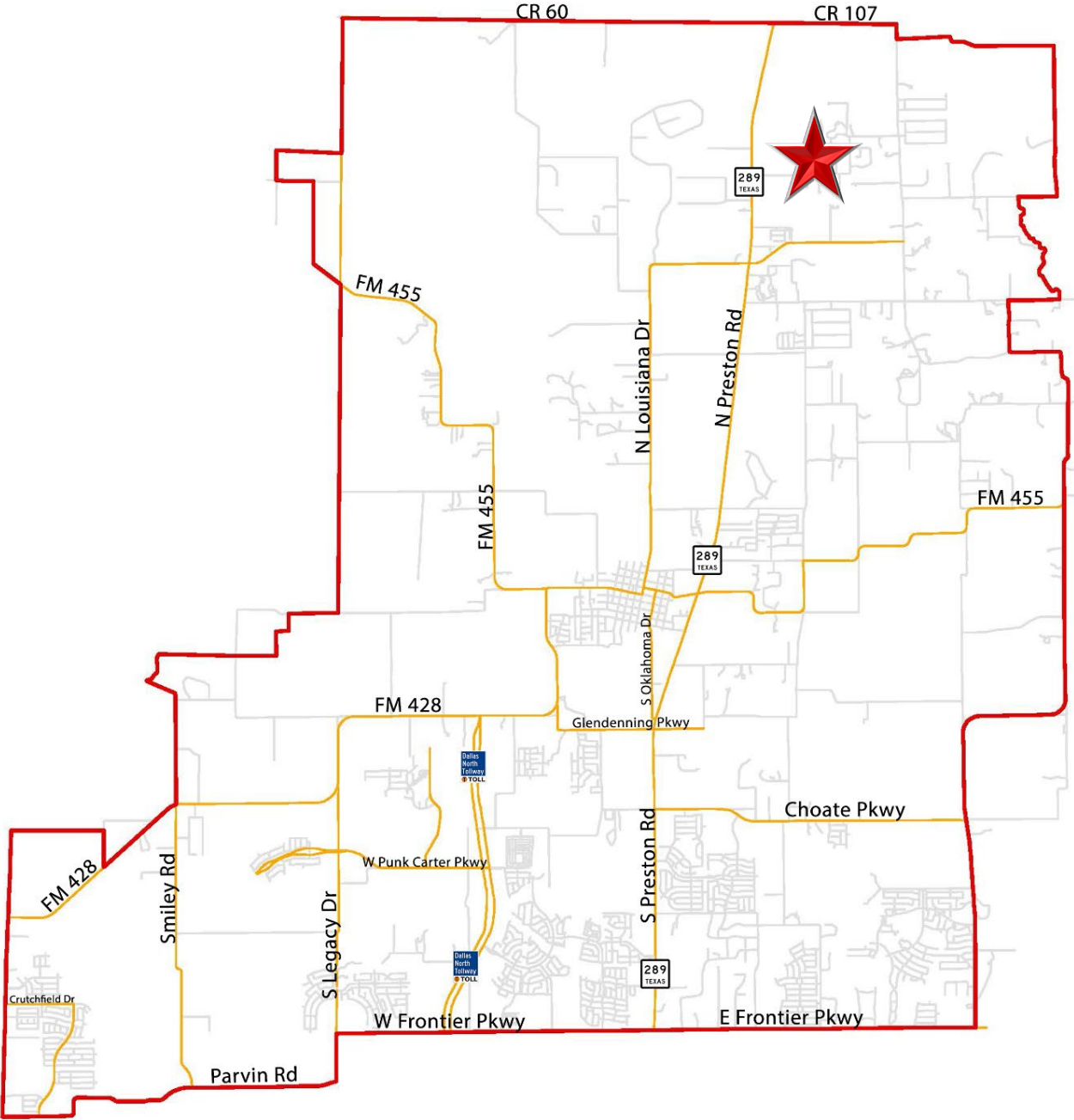


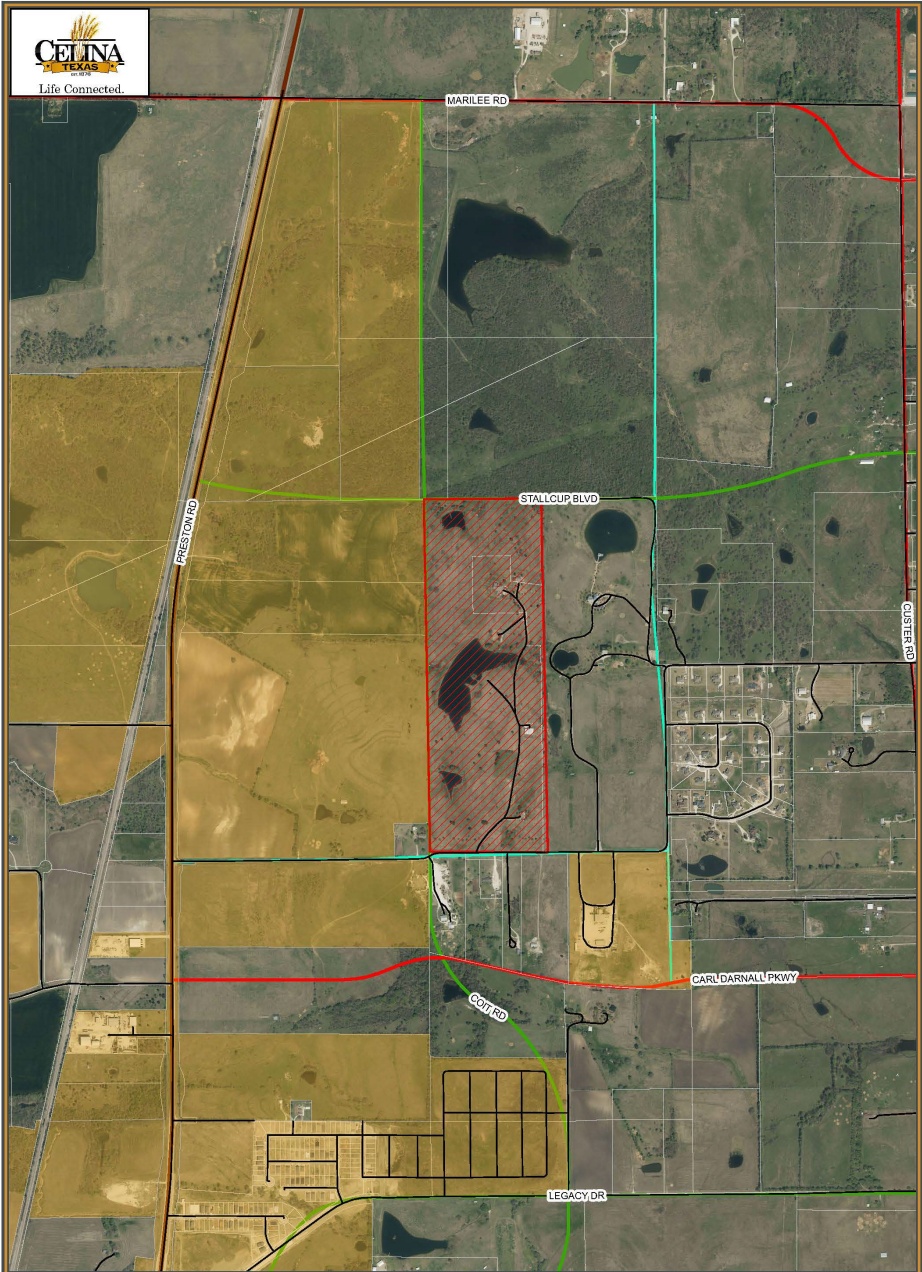
THE ESTATES AT BONITO LAKE

Annexation & Zoning

City Council
February 8, 2022







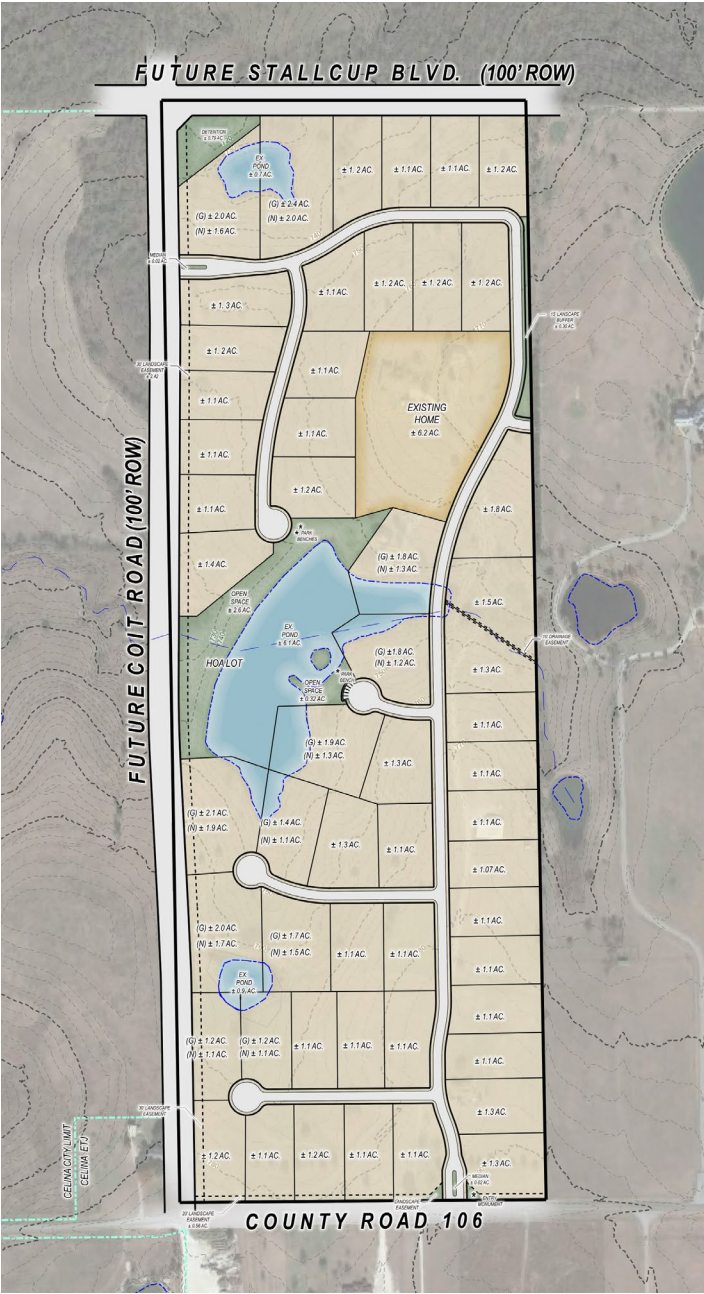
LOCATION MAP

The subject property is generally located at the northeast corner of County Road 106 and future Coit Road

BACKGROUND

- The Development Agreement was approved by City Council in November 2021, which outlined its future annexation and zoning
- The subject property is approximately 100 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing to develop an estate residential neighborhood
- The property will be annexed and zoned (as Single-Family Residential Estate zoning district) in conformance with the governing DA

CONCEPT PLAN



PROJECT OVERVIEW

- The development will consist of approximately 54 lots, each a minimum of 1 acre
- A large HOA pond lot shall be preserved to maintain the rural ambiance
- Perimeter roadway rights-of-way and landscape buffers will be provided

POLICY CONSIDERATIONS

- The property has been entitled through the governing Development Agreement
- City standards apply
- The Future Land Use Plan (FLUP) supports large lot residential development
- Opportunities for estate residential subdivisions are limited due to land prices and increasing costs

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its January 18th regular meeting
- Staff recommends approval of both the annexation and zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
ESTATES AT BONITO LAKE C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 100 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED AT THE SOUTHEAST CORNER OF FUTURE STALLCUP BOULEVARD AND FUTURE COIT ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of February, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

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

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 24th day of January, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

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

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

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Estates at Bonito Lake – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

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

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

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of February, 2022.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Estates at Bonito Lake – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING A TRACT OF LAND LOCATED IN THE B. B. B. & C. R. R. CO. SURVEY, ABSTRACT NO. 128, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO UNO FUENTES, LLC, RECORDED IN INSTRUMENT NO. 20150728000932430, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO CATHY B. JOBE, RECORDED IN INSTRUMENT NO. 20110921001004420, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "NELSON CORP" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO W.R. HODGSON, RECORDED IN VOLUME 5145, PAGE 3200, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.);

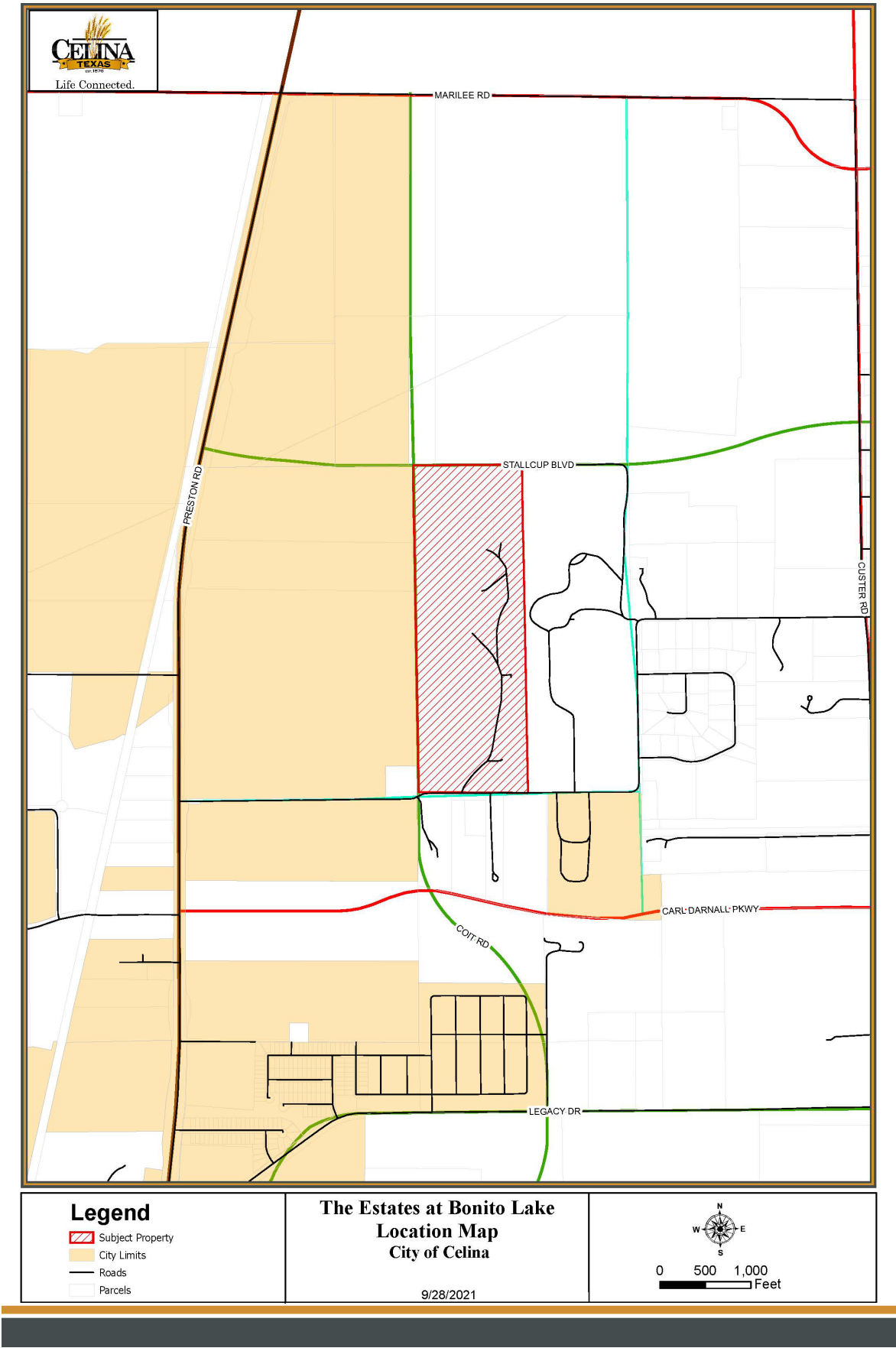
THENCE SOUTH 01°03'20" EAST, PASSING A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 4087" FOUND AT A DISTANCE OF 1,448.07 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 3,617.62 FEET TO A MAG NAIL SET IN COUNTY ROAD 106 AT THE SOUTHEAST CORNER OF SAID JOBE TRACT;

THENCE SOUTH 89°33'28" WEST, ALONG SAID COUNTY ROAD 106, A DISTANCE OF 1,203.85 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTHWEST CORNER OF SAID UNO FUENTES TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND AT A SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SATISH REDDY ET AL, RECORDED IN INSTRUMENT NO. 20201222002309480, O.P.R.C.C.T. BEARS SOUTH 87°26'28" WEST, A DISTANCE OF 12.05 FEET;

THENCE NORTH 00°57'23" WEST, A DISTANCE OF 3,613.86 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "RPLS 4888" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO GLAZER'S REAL ESTATE, LLC, RECORDED IN INSTRUMENT NO. 20200130000133220, O.P.R.C.C.T.;

THENCE NORTH 89°22'51" EAST, A DISTANCE OF 1,197.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,341,282 SQUARE FEET OR 99.662 ACRES OF LAND, MORE OR LESS.

Attachment: Draft Ordinance (Estates at Bonito Lake – Annexation)



Attachment: Draft Ordinance (Estates at Bonito Lake – Annexation)

Exhibit "B"**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

M) TERM

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

N) AMENDMENTS

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



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Estates at Bonito Lake - Zoning

Action Requested:

Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to a Planned Development (PD) with a base zoning of Single-Family Residential Estate District (SF-E), generally located at the southeast corner of future Stallcup Boulevard and future Coit Road. (Estates at Bonito Lake – Zoning) (Mohan)

Applicant:

Peloton Land Solutions
11000 Frisco St., Ste. 400
Frisco, TX 75033

Background Information:

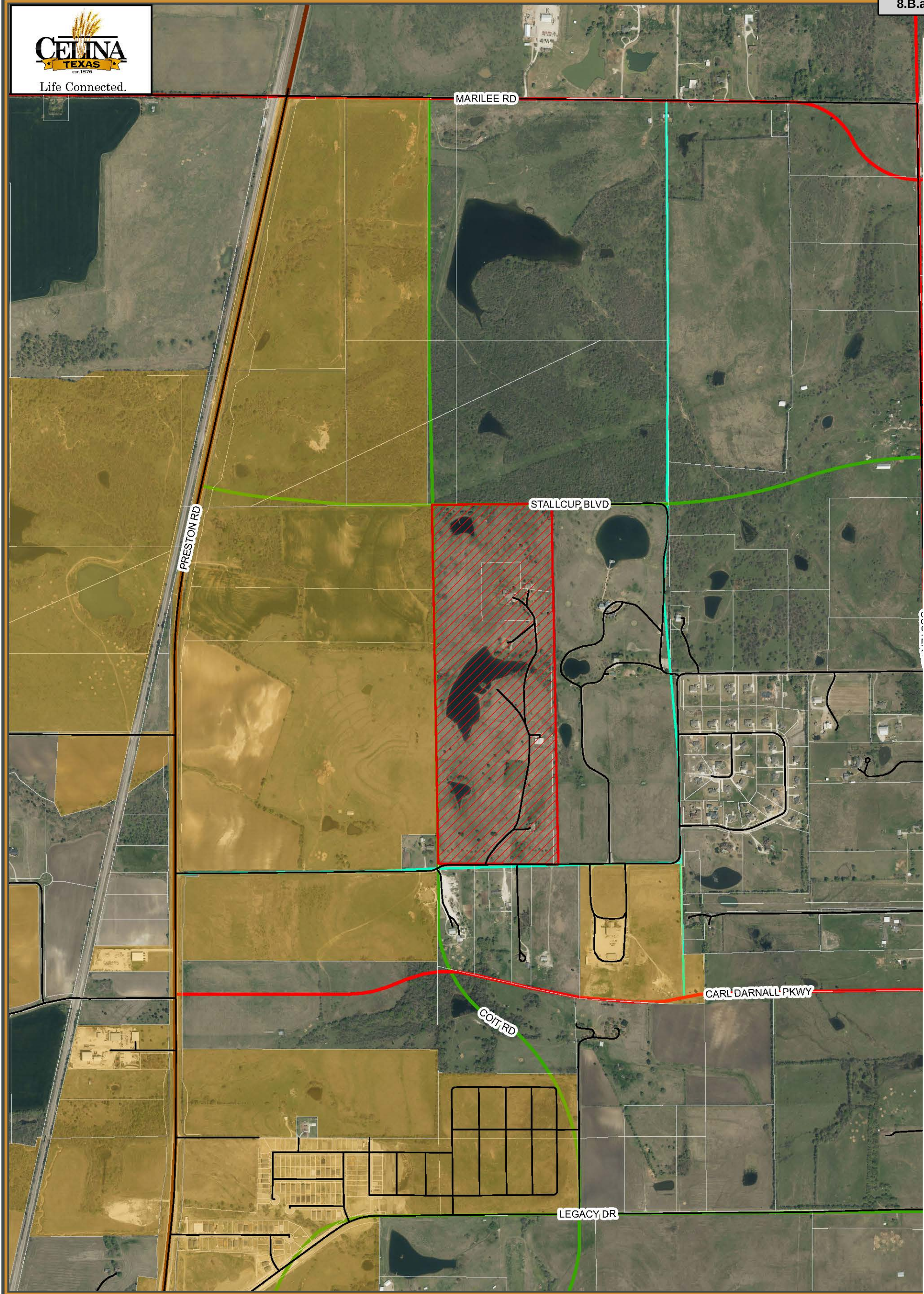
This item is for the zoning of the Estates at Bonito Lake. The applicant is proposing to zone the property to a Planned Development (PD) with Single-Family Residential Estate District (SF-E) base zoning, in conformance with the approved governing Development Agreement. Please refer to the attached documents for further information, and the accompanying annexation agenda items.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



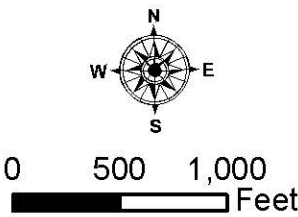
Attachment: Location Map (Estates at Bonito Lake – Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

**The Estates at Bonita Lake
Location Map
City of Celina**

9/28/2021



CITY OF CELINA, TEXAS

ORDINANCE 2022-____

ESTATES AT BONITO LAKE

PLANNED DEVELOPMENT #126

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 100 ACRES LOCATED IN THE B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 128, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF FUTURE STALLCUP BOULEVARD AND FUTURE COIT ROAD; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 126; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the “City Council”) 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, Section 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 zoning is in conformance with the existing Development Agreement approved in November 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit “C” and “D,” respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 126 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- | | |
|------------|-------------------------|
| Exhibit B: | Depiction of Property |
| Exhibit C: | Concept Plan |
| Exhibit D: | Development Regulations |

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as **PD No. 126**, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

Attachment: Draft Ordinance (Estates at Bonito Lake – Zoning)

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 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 (\$2,000.00) for each offense.

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

SECTION 8 **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 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12

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 13 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of February, 2022.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Estates at Bonito Lake – Zoning)

Exhibit A Legal Description

BEING A TRACT OF LAND LOCATED IN THE B. B. B. & C. R. R. CO. SURVEY, ABSTRACT NO. 128, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO UNO FUENTES, LLC, RECORDED IN INSTRUMENT NO. 20150728000932430, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO CATHY B. JOBE, RECORDED IN INSTRUMENT NO. 20110921001004420, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "NELSON CORP" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO W.R. HODGSON, RECORDED IN VOLUME 5145, PAGE 3200, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.);

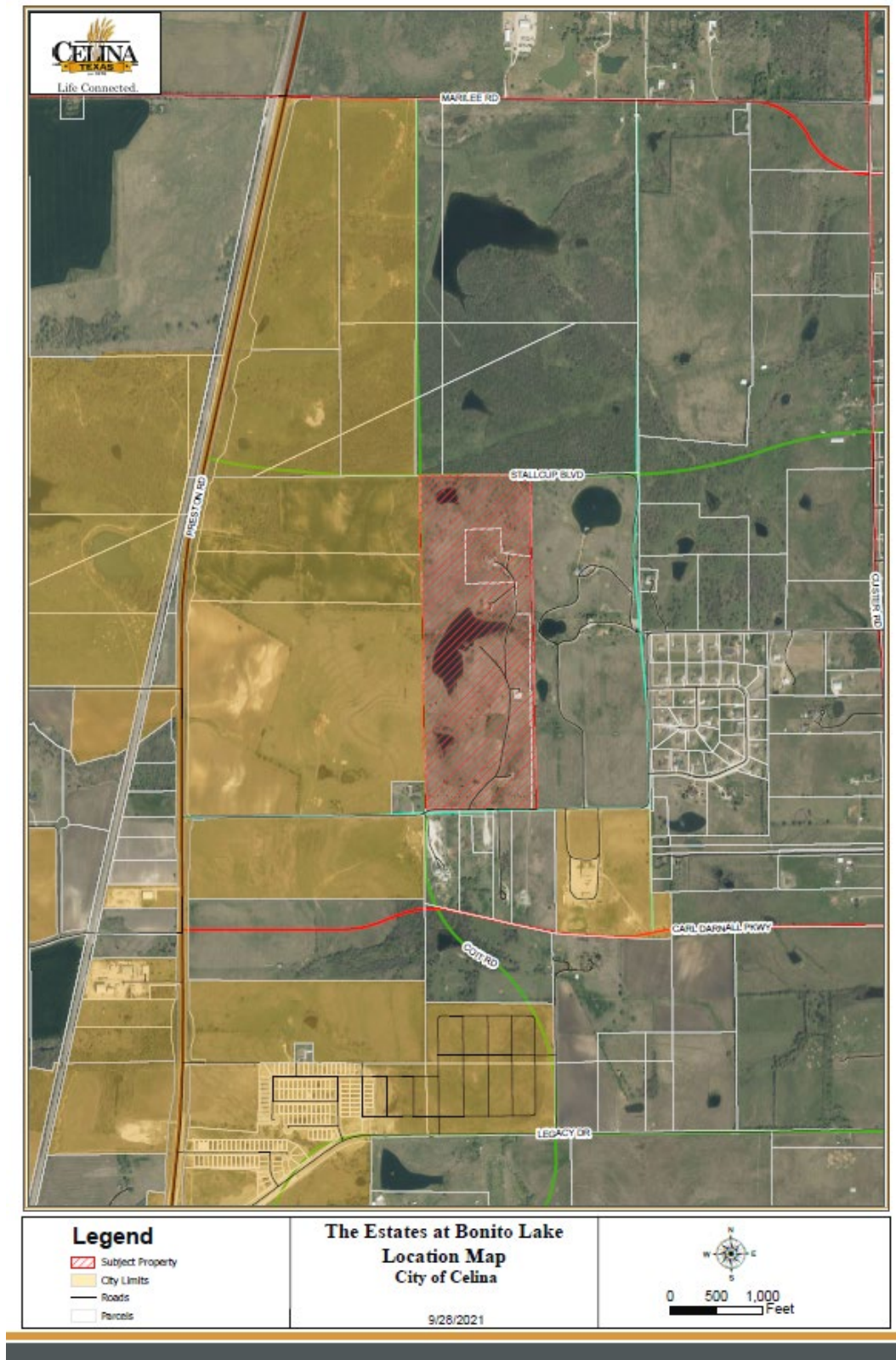
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THENCE SOUTH 89°33'28" WEST, ALONG SAID COUNTY ROAD 106, A DISTANCE OF 1,203.85 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTHWEST CORNER OF SAID UNO FUENTES TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND AT A SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SATISH REDDY ET AL, RECORDED IN INSTRUMENT NO. 20201222002309480, O.P.R.C.C.T. BEARS SOUTH 87°26'28" WEST, A DISTANCE OF 12.05 FEET;

THENCE NORTH 00°57'23" WEST, A DISTANCE OF 3,613.86 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "RPLS 4888" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO GLAZER'S REAL ESTATE, LLC, RECORDED IN INSTRUMENT NO. 20200130000133220, O.P.R.C.C.T.;

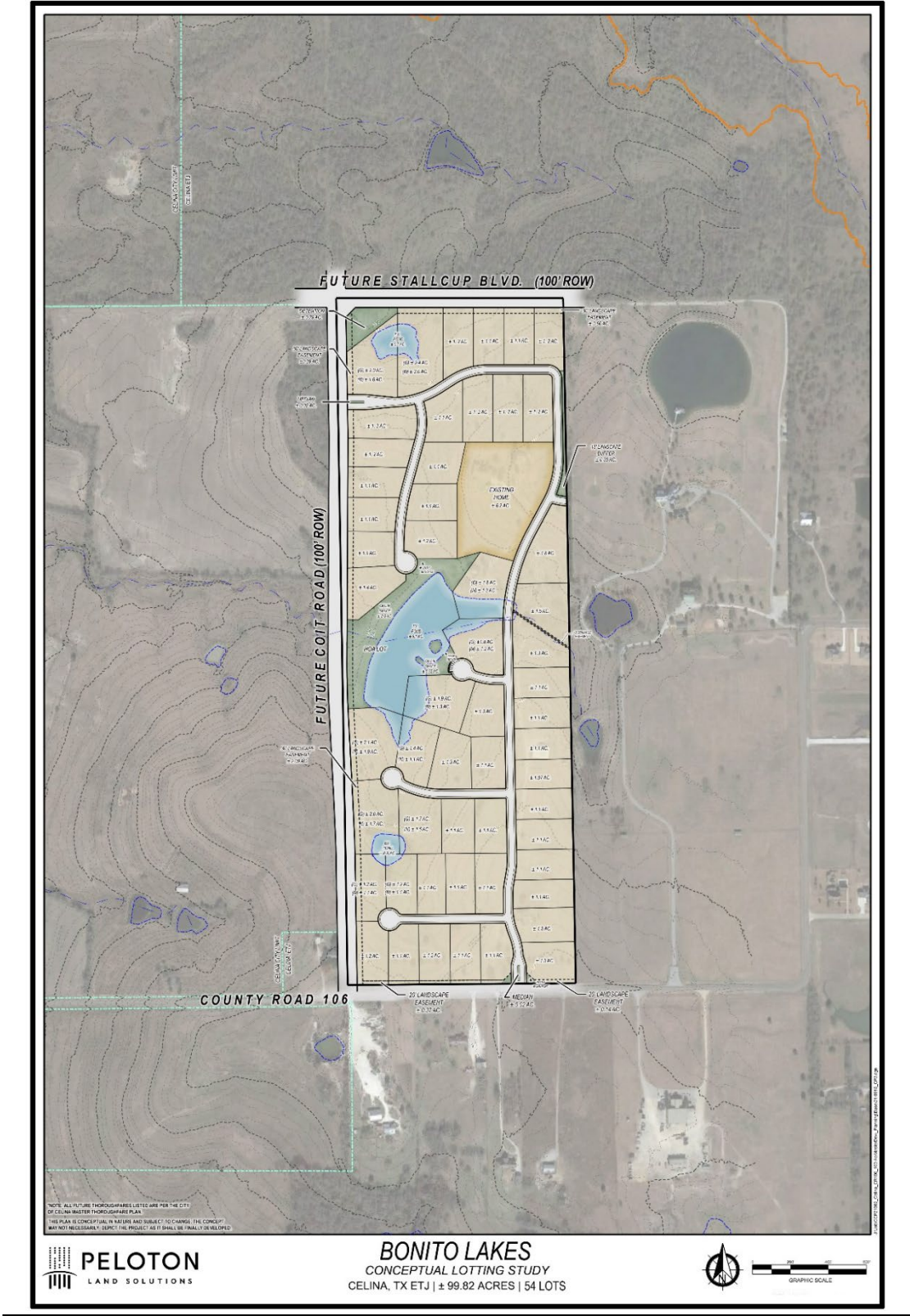
THENCE NORTH 89°22'51" EAST, A DISTANCE OF 1,197.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,341,282 SQUARE FEET OR 99.662 ACRES OF LAND, MORE OR LESS.

Exhibit B Depiction of Property



Attachment: Draft Ordinance (Estates at Bonito Lake – Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Estates at Bonito Lake – Zoning)

Exhibit D

Development Regulations

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Regulations. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

Purpose

The subject property is intended to provide for an estate residential development that is rural or country in nature with large lots. In general, design standards will follow all applicable City standards, and land uses shall be consistent with these development regulations.

Architecture

Architecture may include vertical siding for a “modern farmhouse” elevation, with stone accents on the front elevation.

Open Space, Trails, & Amenities

Additional open space is not required due to the minimum lot size being one (1) acre. However, with the exception that a sidewalk is not required around the ponds, other standard regulations apply, such as the perimeter roadway landscape buffers and sidewalks, and any associated detention. Perimeter landscape buffers shall follow City standards as an HOA/“X” lot with berms, landscaping, irrigation, and open ornamental iron fencing per City standards.

Zoning

The base zoning shall be single-family residential estate district (“SF-E”), and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. No interior sidewalks along general residential streets shall be required.
2. No curb-and-gutter street sections shall be required.
3. All streets shall be concrete with a rural cross section (concrete, bar-ditch drainage, no sidewalk).



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Kim Tract - Rezoning

Action Requested:

Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 21 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO), generally located east of Preston Road and approximately 775 feet north of Frontier Parkway, within the City Limits. (Kim Tract - Rezoning) (McAfee)

Applicant:

Spiars Engineering and Surveying
765 Custer Rd., Ste. 100
Plano, TX 75075

Background Information:

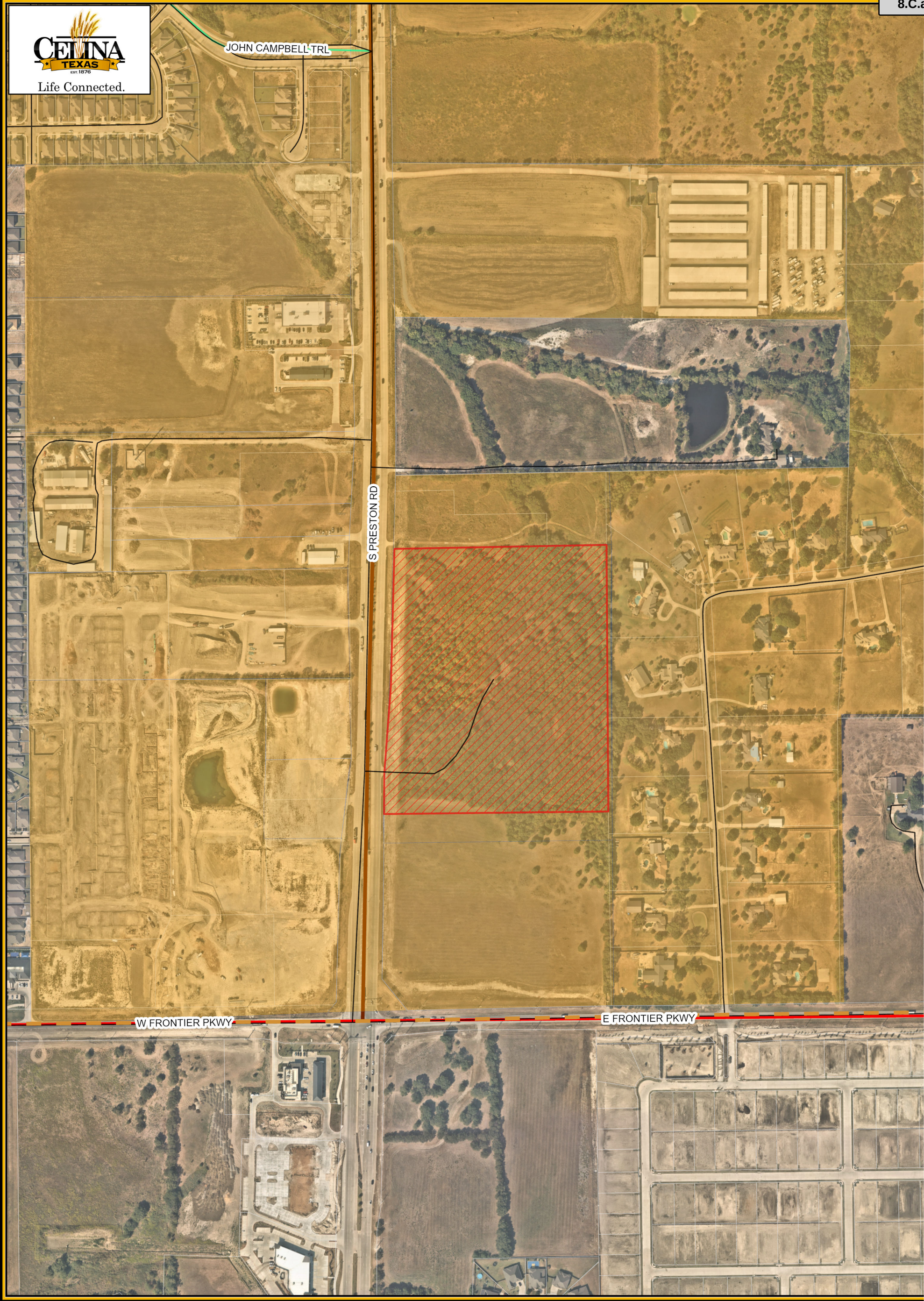
This item is for the rezoning of approximately 21 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO). Please refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Kim Tract - Rezoning)

Legend - Subject Property - City Limits - Roads - Parcels	Kim Tract Location Map City of Celina 12/22/2021	0 325 650 Feet
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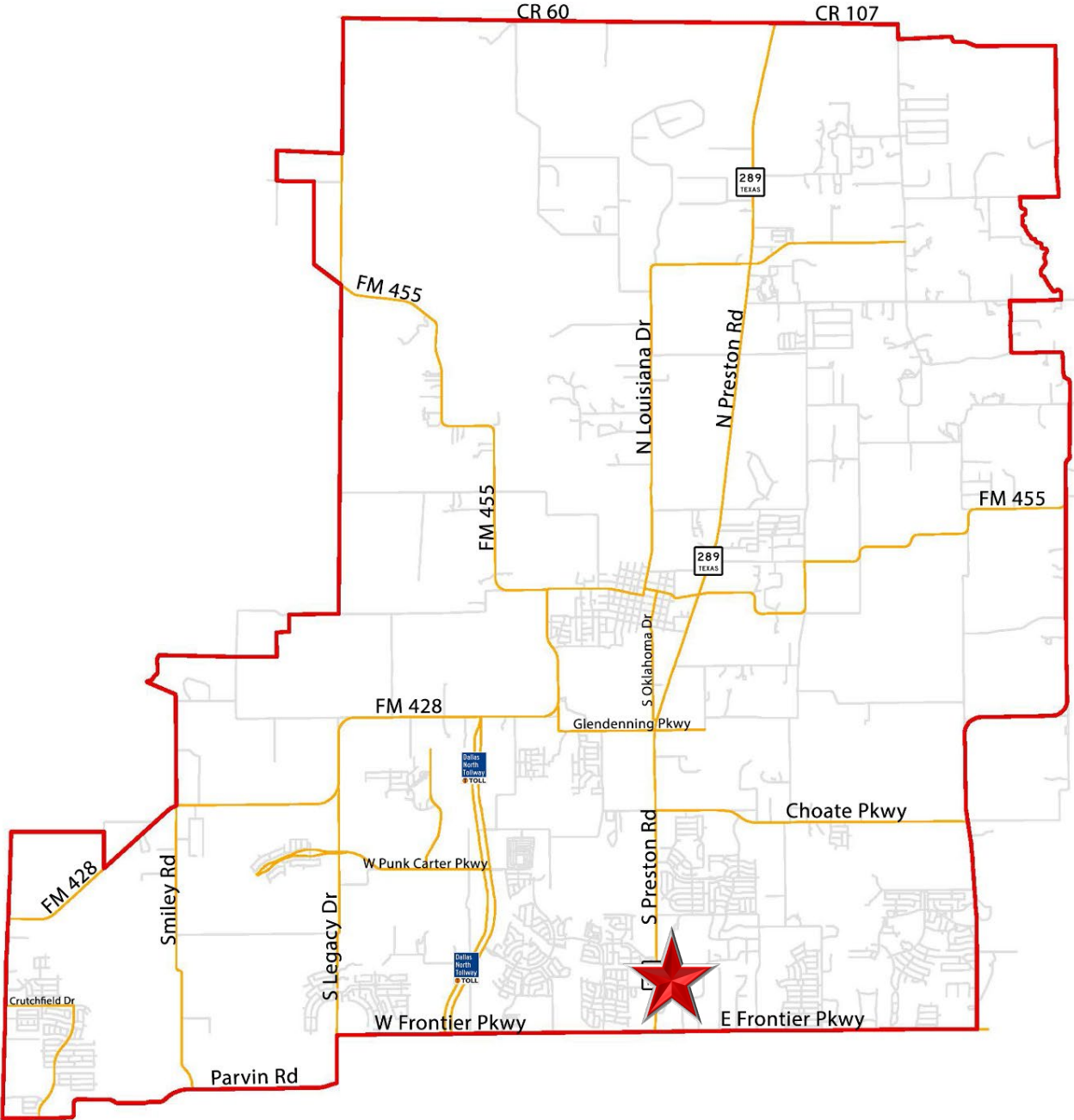
KIM TRACT

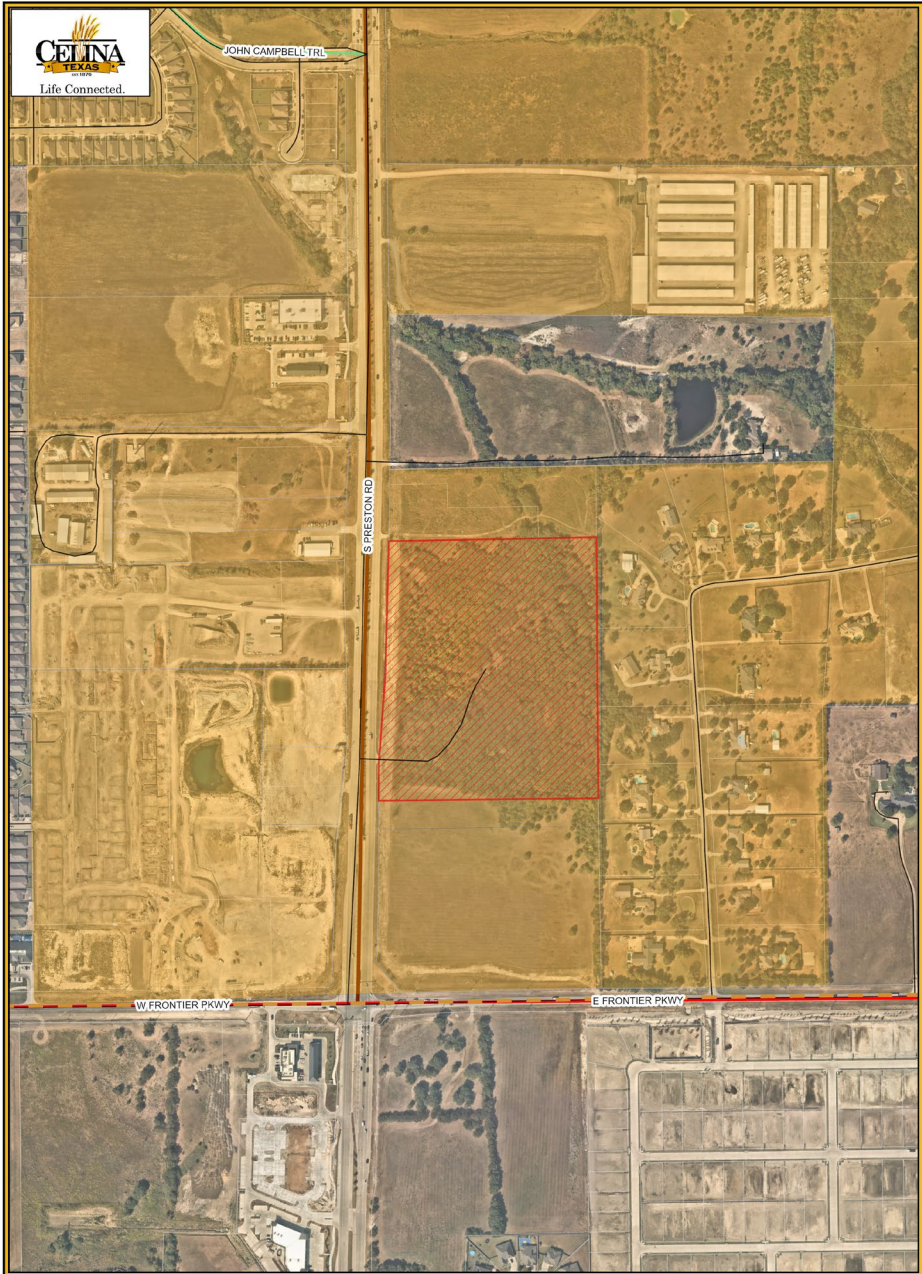
Rezoning

City Council
February 8, 2022



Attachment: Staff Presentation (Kim Tract - Rezoning)





LOCATION MAP

The subject property is generally located east of Preston Road and north of Frontier Parkway

BACKGROUND

- The subject property is approximately 21 acres, within City Limits, and currently zoned Agricultural District (AG)
- The applicant is requesting to rezone the property to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO)
- The proposed zoning would allow medical offices, retail, neighborhood services, and restaurants

The concept plan is for illustrative purposes only and is approved through a separate process



POLICY CONSIDERATIONS

- The subject property is near the intersection of Preston Road and Frontier Parkway, and the requested zoning is appropriate for this location
- The properties to the north, south, and west are already zoned for commercial land uses
- The subject property is unlikely to develop as residential or any other agricultural land use

P&Z PUBLIC HEARING

- A representative of Blue Star Land, L.P., the developer of an adjacent property, addressed the Commission regarding the proposed median breaks shown on the concept plan
- There was no other public feedback at the public hearing
- The concept plan is included in the presentation solely as a visual aid, as the ultimate site configuration will be determined during permitting

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its January 18th regular meeting
- Staff recommends approval of the proposed zoning as presented

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
KIM TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 21 ACRE TRACT OF LAND LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF PRESTON ROAD AND APPROXIMATELY 775 FEET NORTH OF FRONTIER PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” AND INCORPORATED HEREIN TO BE ZONED COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) WITH THE PRESTON ROAD OVERLAY (PRO), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the “City Council”) 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, Section 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 establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and

Attachment: Draft Ordinance (Kim Tract - Rezoning)

afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO).

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO).

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 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

Attachment: Draft Ordinance (Kim Tract - Rezoning)

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **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 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **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 13

EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of February, 2022.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Kim Tract - Rezoning)

Exhibit A Legal Description

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, City of Celina, Collin County, Texas, being part of a tract conveyed to Kevin Kyu and Young Sook Kim, by deed recorded in Volume 5131, Page 1974 of the Deed Records of Collin County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch capped iron rod stamped "SPIARSENG" set at the northwest corner of said Kim tract and the southwest corner of a tract of land conveyed to Heritage Montessori Academy LLC, by deed recorded in Instrument No. 20200716001106300 of the Official Public Records of Collin County, Texas, and lying in the east right-of-way line of Preston Road (variable width right-of-way), from which a 1/2 inch capped iron rod found bears N 01°05'39" E, 224.94 feet;

THENCE, N 88°54'40" E, passing at a distance of 594.06 feet the southeast corner of said Heritage Montessori Academy tract and the most southern southwest corner of a tract of land conveyed to Frontier Real Estate LLC, by deed recorded in Instrument No. 20200716001108170 of the Official Public Records of Collin County, Texas, and continuing a total distance of 823.29 feet to a 1/2 inch capped iron rod found at the southeast corner of said Frontier Real Estate tract and lying in the west property line of Preston Hills Addition, an addition to the City of Celina, Collin County, Texas, according to the map or plat thereof recorded in Cabinet C, Page 784 of the Map Records of Collin County, Texas;

THENCE, S 00°23'19" E, 1034.79 feet, along said west property line of Preston Hills Addition to a 1/2 inch capped iron rod found at the northeast corner of a tract of land conveyed to Blue Star Land L/P, by deed recorded in Volume 5470, Page 2182 of the Deed Records of Collin County, Texas from which a 1/2 inch iron rod found bears S 00°23'19" E, 100.12 feet;

THENCE, S 89°20'12" W, 870.39 feet to a 1/2 inch capped iron rod stamped "SPIARSENG" set at the southeast corner of a tract of land conveyed to the State of Texas, by deed recorded in Instrument No. 20110628000668190, Official Public Records of Collin County, Texas;

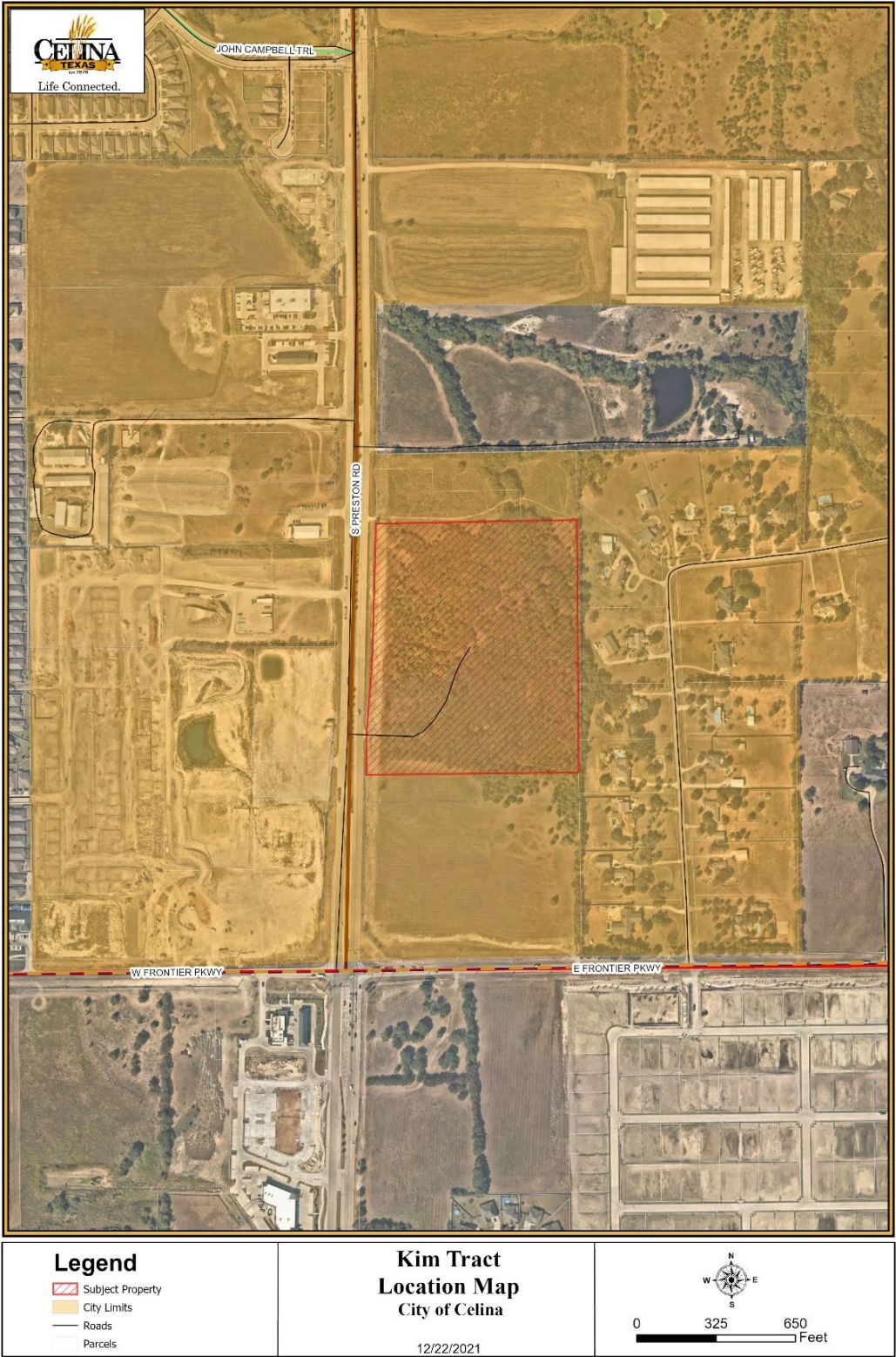
THENCE, N 00°22'13" E, 160.56 feet to a 1/2 inch capped iron rod stamped "SPIARSENG" set at the north corner of said State of Texas tract;

THENCE, N 04°19'31" E, 335.15 feet to a 1/2 inch capped iron rod stamped "SPIARSENG" set lying in said east right-of-way line of Preston Road;

THENCE, N 01°29'05" E, 534.61 feet to the POINT OF BEGINNING with the subject tract containing 871,850 square feet or 20.015 acres of land.

Attachment: Draft Ordinance (Kim Tract - Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Kim Tract - Rezoning)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Rasor Ranch - Development Agreement

Action Requested:

Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Rasor Family Ranch, L.P., for approximately 1,100 acres of land, generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ). (Rasor Ranch – Development Agreement) (McAfee)

Applicant:

Kimley-Horn
400 N. Oklahoma Dr., Ste. 105
Celina, TX 75009

Background Information:

The property is approximately 1,100 acres and within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract. Please refer to the attached documents for further information.

Supporting Documents:

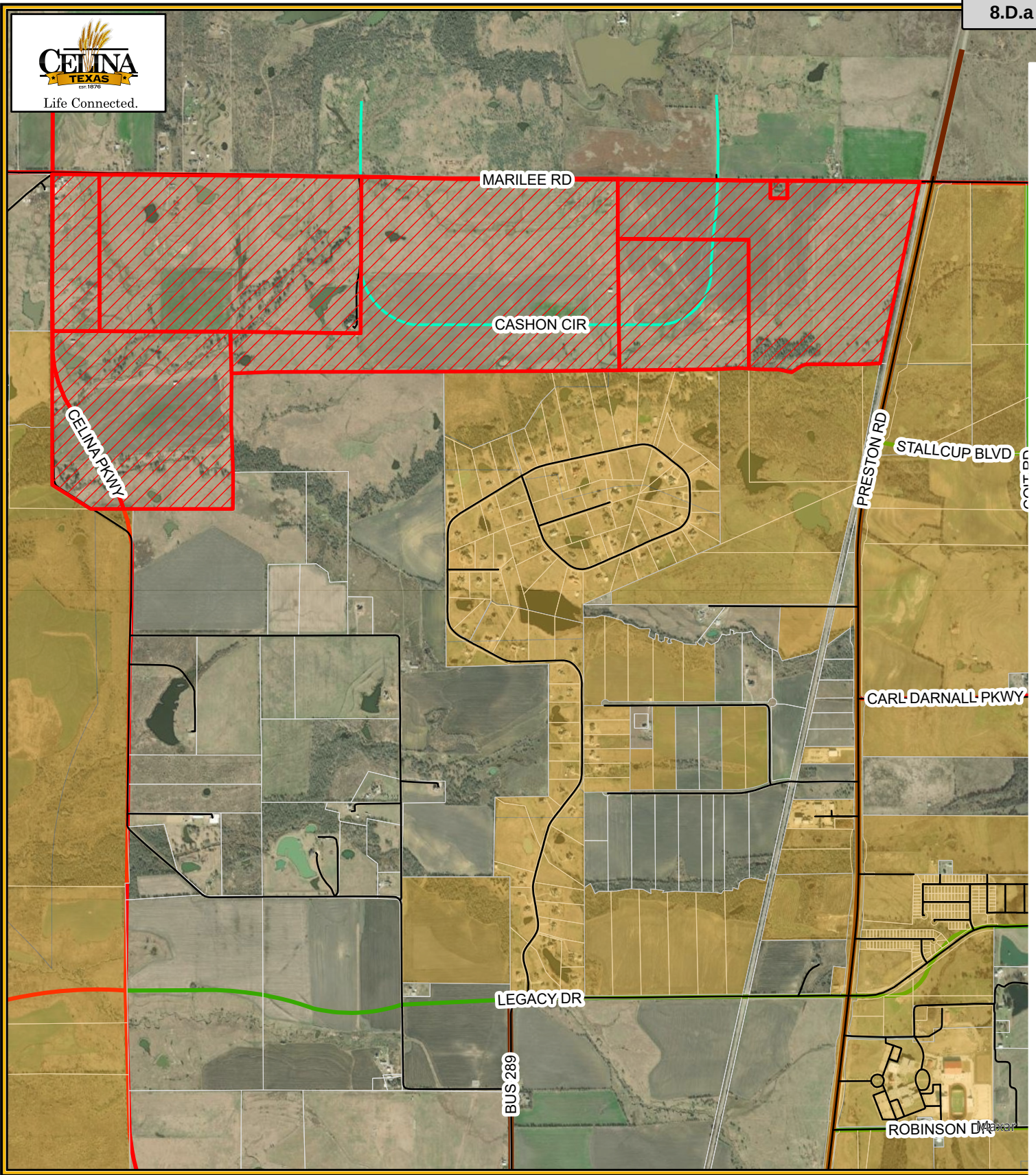
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:

Staff recommends approval as presented.



Life Connected.



Attachment: Location Map (Rasor Ranch – Development Agreement)

Legend

- Roads
- City Limits
- Parcels
- Subject Property

**Rasor Ranch
Location Map**
City of Celina

5/3/2021



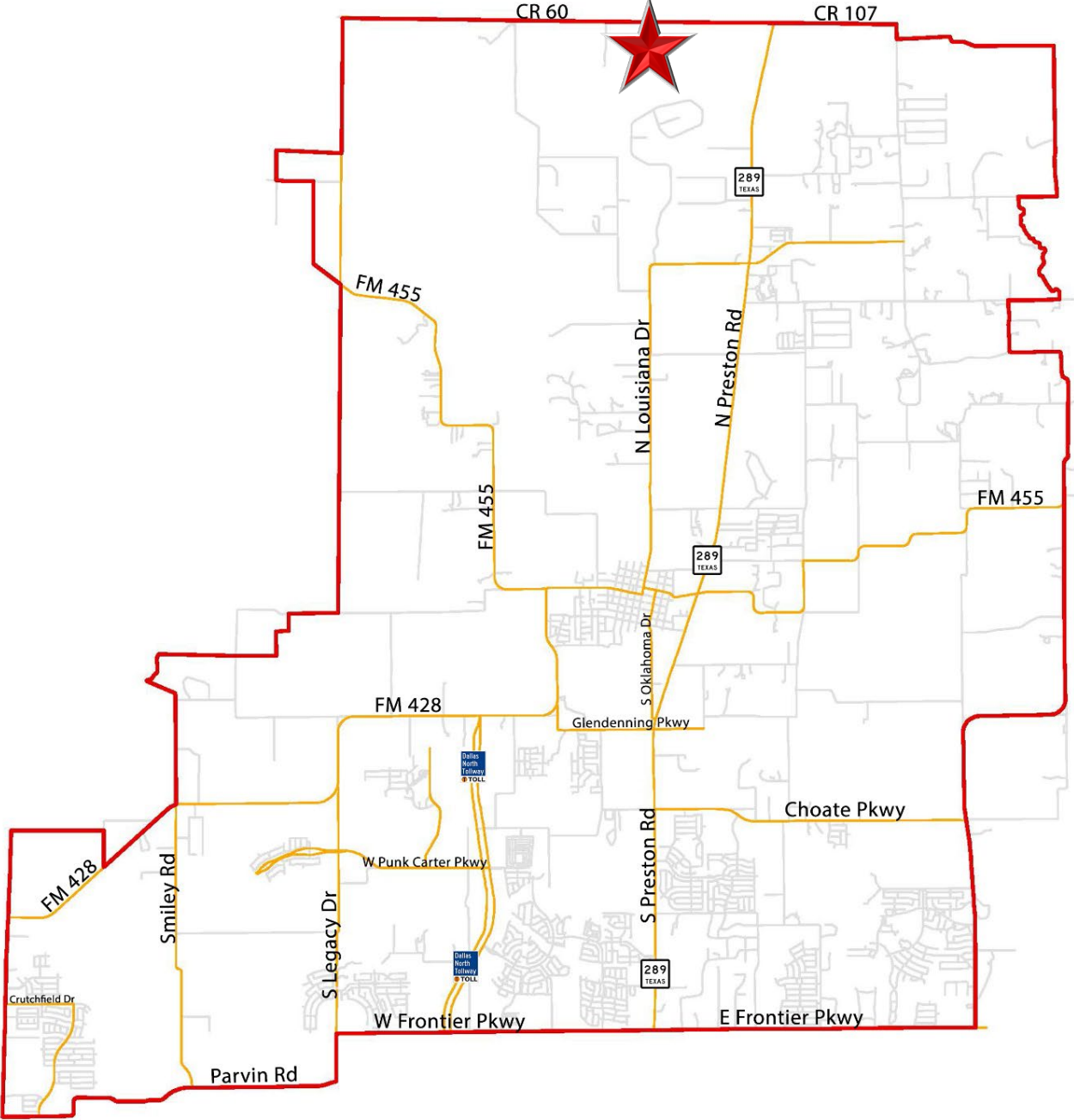
0 1,500 3,000
Feet

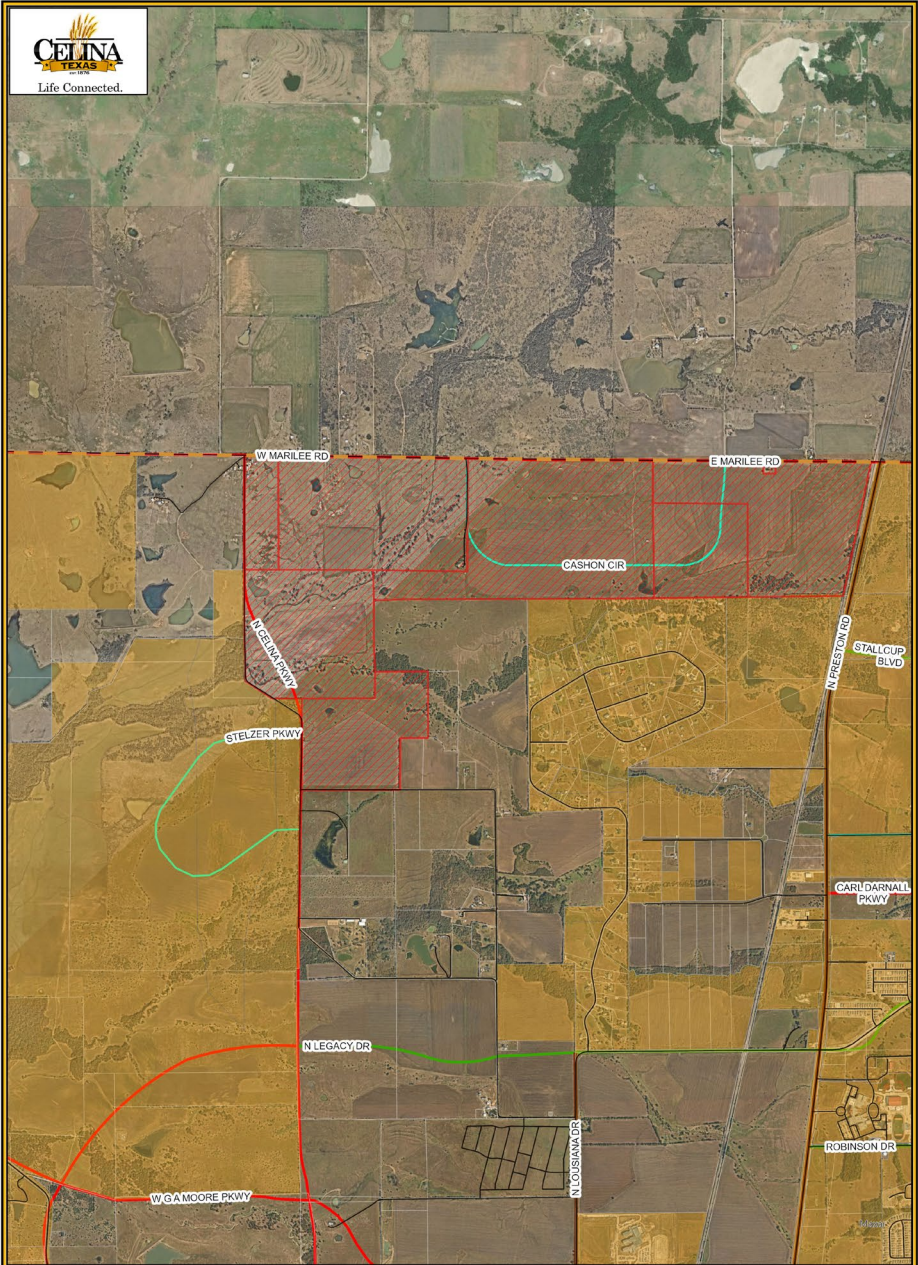
RASOR RANCH

Development Agreement

City Council
February 8, 2022





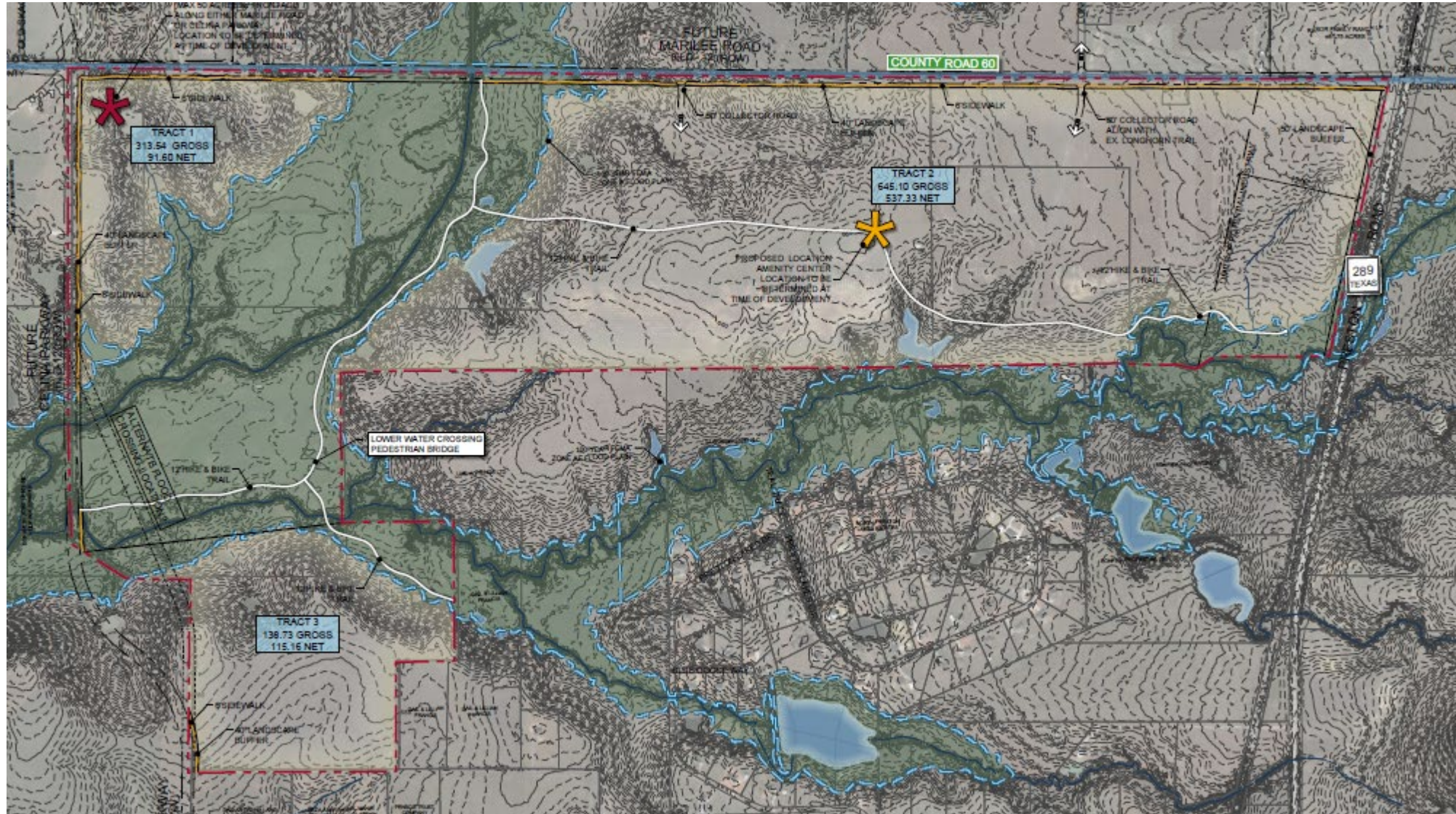


LOCATION MAP

Rasor Ranch generally stretches along Marilee Road, from Preston Road westward to future Celina Parkway, along the Grayson County line

BACKGROUND

- The property is approximately 1,100 acres located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- No pre-annexation agreements exist on the property
- Razor Ranch is adjacent to a set of properties in Grayson County that are establishing a MUD that it could annex into and join



AGREEMENT OVERVIEW

- The Development Agreement proposes annexation and zoning for 1,100 acres, which is currently undeveloped
- The agreement contemplates a new neighborhood, with a mix of uses (attached & detached single-family lots, commercial, industrial, and multi-family)
- This northern section of Preston Road includes BNSF ROW immediately adjacent to it, which alters its normal development pattern

PROJECT OVERVIEW - RESIDENTIAL

- Single family is limited to a maximum of 3,800 lots
- Minimum 10% 70' wide lots
- Minimum 10% 55', 60', or wider lots
- Minimum 30% 40' wide lots
- Townhomes limited to 10% of lots
- Alleys required on lots less than 50' in width

PROJECT OVERVIEW - COMMERCIAL

- Commercial allowed with Marilee Road or Celina Parkway frontage
- Light industrial allowed within 1,200 feet of BNSF ROW and must be separated via a collector or 50' wide landscape buffer
- Multi-Family limited to 750 units total (MF-2 or MF-3)
- Single family for rent limited to 250 units (MF-0)

DEVELOPER OBLIGATIONS

- Annexation & Zoning
- Right-of-way dedication as requested by the City
- Infrastructure necessary to serve the development (water, sewer, roads)
- 3-acre site for a future fire station
- Treatment facility site dedication, including easements for regional development
- 2 sites for future elementary schools (10-12 acres)
- 15 acres dedicated adjacent to Bonfire Park
- Trails along the floodplain areas & BNSF
- Compliance with all other City regulations

P&Z PUBLIC HEARING

- Multiple North Preston Lakes (NPL) residents spoke in opposition at the January 18th public hearing
- Some believed that Rasor Ranch should match the rural development pattern of NPL (5-20 acre home sites)
- Others expressed concern with any development to the north
- Some specifically shared that the potential density along the northern property line of NPL was inappropriate

P&Z PUBLIC HEARING

Staff discussed with the Commission:

- How recent State law changes require cities to negotiate properties into City limits, with all parties consenting
- How “assigning zoning” to or “preventing development” of ETJ properties are no longer within the palette of options for a City
- The proposed MUD being developed outside of City limits would result in negative impacts to property values, lower quality, more density, Celina tax-payers subsidizing services to the MUD, greater impact on the school district, less regional roadway participation, and no conformance to regional or local planning efforts

1:

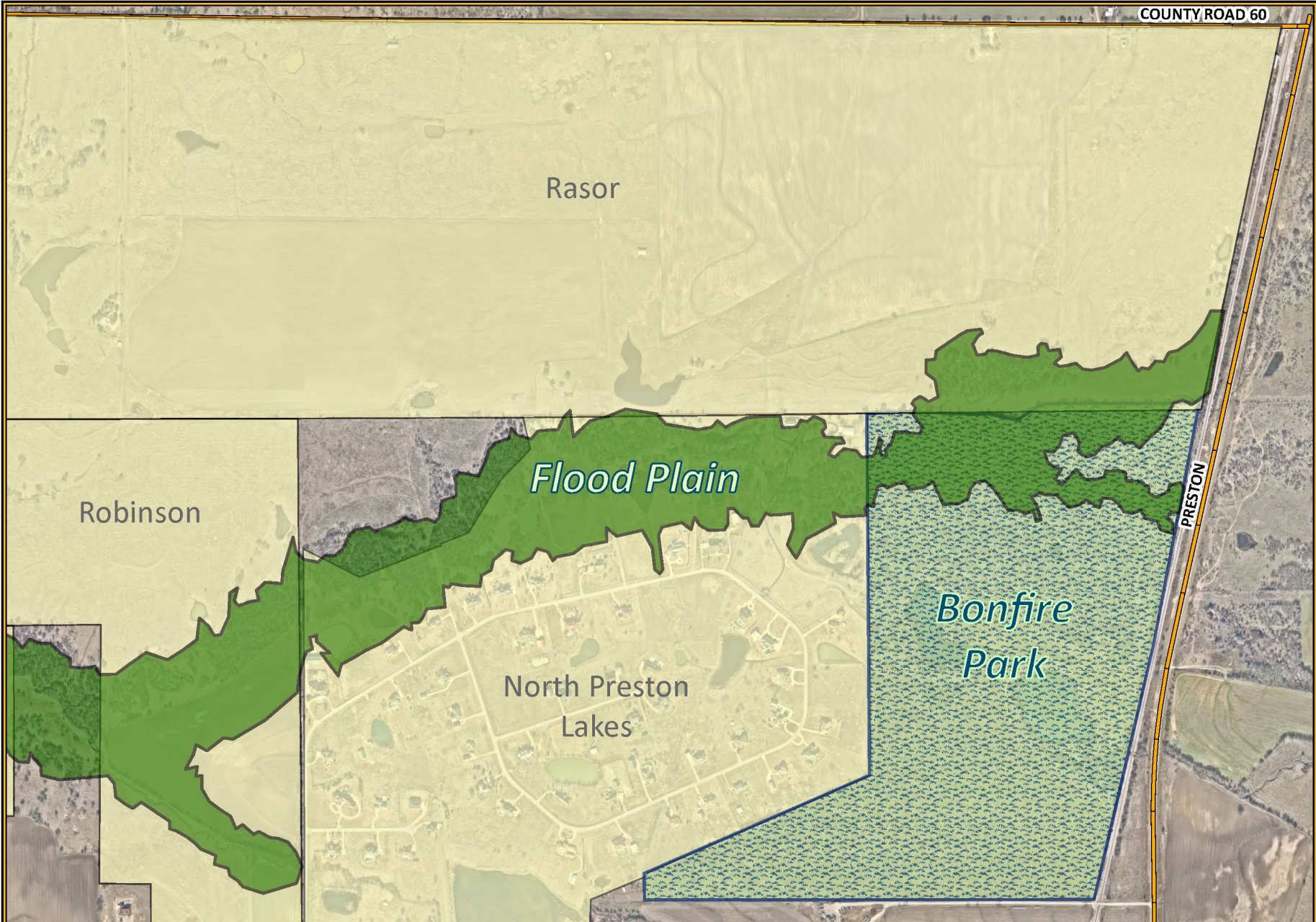


Exhibit
City of Celina

Legend

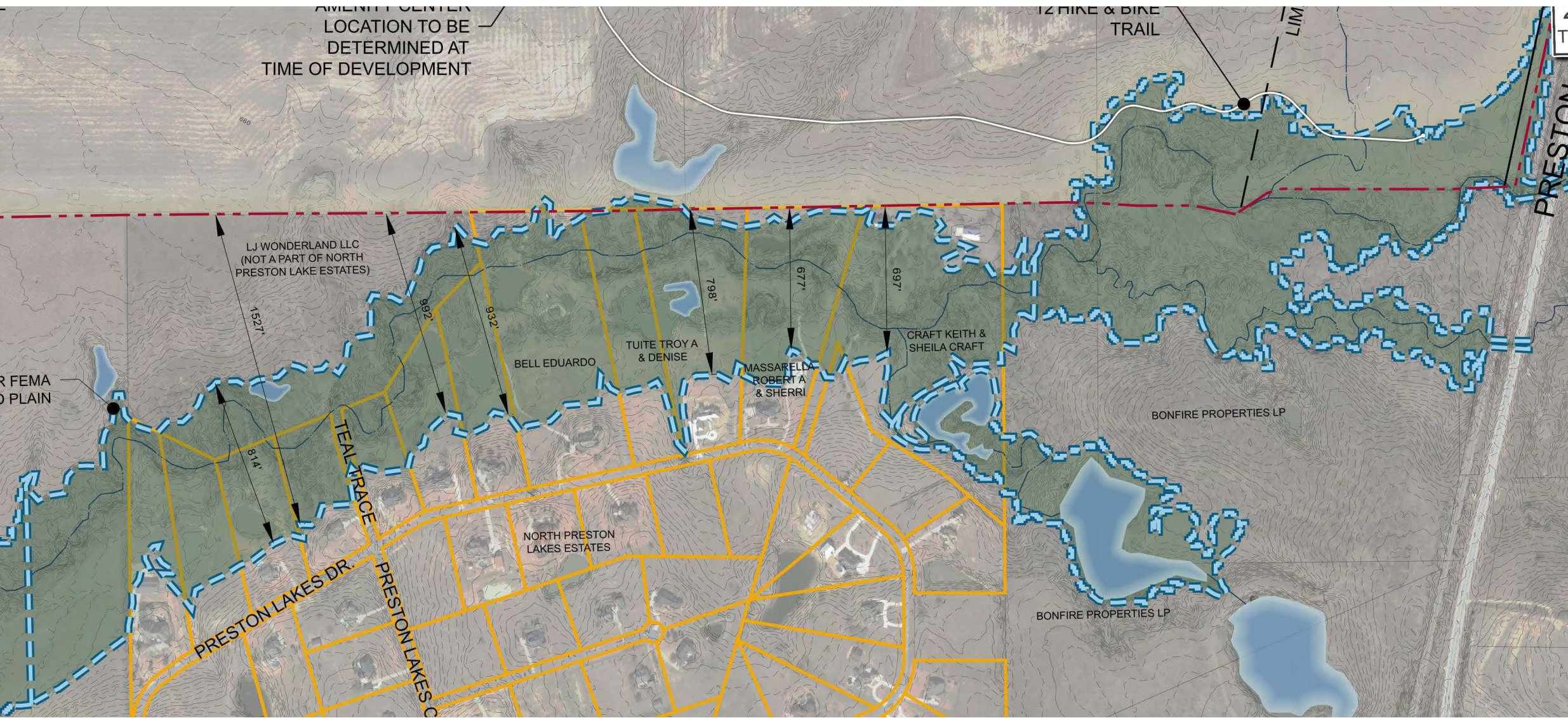
-  Residential Properties
-  Flood Plain
-  Park
-  Major Roads



0 500 1,000 Feet

NPL BOUNDARY

- The City recently established Bonfire Park to the east of NPL
- Robinson Ranch to the west agreed to ½ acre homesites where immediately adjacent to NPL lots
- Here, a substantial floodplain and creek area separates the existing estate homes from Rasor Ranch (approximately 800' wide)
- A 30' sewer easement and 70' gas easement also exist
- Existing estate homes will be approximately 1,000' from the future Rasor Ranch homes
- 1,000' roughly equates from the City Council Chamber to the railroad tracks or to the other side of the Celina ISD Administration building
- The applicant has agreed to restrict the shared border to 70' wide lots



Attachment: Staff Presentation (Razor Ranch – Development Agreement)

POLICY CONSIDERATIONS

- Helps avoid a water district in the ETJ
- The DA brings an additional 1,100 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- Diverse lot mix & housing types, per the Comprehensive Plan
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The neighboring estate residential community voiced strong objection to development of the property at P&Z
- The floodplain width is substantial along the shared boundary

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the request (with Commissioner Poché abstaining) at its January 18th regular meeting
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between Rasor Family Ranch, LP (the “Developer”) and the City of Celina (the “City”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, Developer and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, Developer owns approximately 1,098 acres of land, generally located at the southeast corner of Marilee Road and Preston Road, which lies within the extraterritorial jurisdiction (“ETJ”) of the City, and within Collin County, Texas and is described by metes and bounds on Exhibit A and depicted in Exhibit B, (the “Property”); and

WHEREAS, Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, Developer intends to develop the Property as a planned development with residential and commercial uses (the “Development”); and

WHEREAS, Developer desires the option to add up to 350 acres of land (the “Additional Property”) to the Development; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City’s zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as Exhibit C (the “Concept Plan”), the development standards attached hereto as Exhibit D (the “Development Standards”), and open space improvements attached herein as Exhibit E; and

WHEREAS, Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Parties agree that the City will be the ultimate retail water service provider to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements") and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

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, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act") or a Municipal Utility District (the "MUD"), described in Chapter 54, Texas Water Code, as amended, entitled "Municipal Utility Districts"; and

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

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer will prepare, circulate, execute, and return a Petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I

GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

MUD is defined in the Recitals.

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Onsite Public Improvements is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit F**.

Special District is defined in Section 7.1.

Special District Bonds is defined in Section 7.1.

E. Trails and Open Space Improvements is defined in Section 3.8(a) and described in **Exhibit**

Wastewater Improvements are described and depicted in **Exhibit H**.

Water Improvements are described and depicted on **Exhibit G**.

ARTICLE II **PUBLIC INFRASTRUCTURE**

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Developer. As required by the City Regulations, and depicted on **Exhibit F**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the “Roadway Improvements”):

(1) Marilee Road: Developer shall construct two concrete lanes of Marilee Road from Celina Parkway to Preston Road. An at-grade railroad crossing is acceptable for Marilee Road. Developer shall design and construct points of access along Marilee Road as adjacent phases are developed for access.

(2) Celina Parkway: Developer shall design and construct two concrete lanes of Celina Parkway adjacent to the Development.

(3) Internal Throughfares/Collectors: Developer shall design internal throughfares and collectors as needed based on engineering plans as the Property is developed.

(d) Water Improvements.

(1) As required by the City Regulations and as depicted on **Exhibit G**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the “Water Improvements”):

- a) All water Onsite Public Improvements required by the City Regulations and needed to serve the Development;
- b) 18” water line along Marilee Road;
- c) 18” water line along Preston Road; and
- d) A second point of connection before the 1,050th building permit for a single family home.

(2) If the City constructs any of the Water Improvements prior to Developer’s construction of such improvements, Developer shall pay the City for Developer’s proportionate share of the cost of such improvements prior to recording a final plat that connects to such improvements.

(e) Wastewater Improvements.

(1) As required by the City Regulations and as depicted on **Exhibit H**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the “Wastewater Improvements”):

- a) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development.

(2) The City shall construct a wastewater treatment plant on land dedicated by Developer for such purpose on, as depicted on **Exhibit C**.

(3) If the City constructs any of the Wastewater Improvements prior to Developer's construction of such improvements, Developer shall pay the City for Developer's proportionate share of the cost of such improvements prior to recording a final plat that connects to such improvements.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.5 Eminent Domain. Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents,

or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively

approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments.

3.3 Vested Rights. This Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City’s building material regulations in the zoning ordinance (as it existed on August 1, 2019) to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Developer has requested and the Parties agree that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City’s building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Dedicate Land for Fire Station. Immediately upon the request of the City, but not later than the time the fire station site is platted, Developer shall dedicate a 3 acre site with median access to Marilee Road for a future fire station.

3.7 Amenity Centers. Developer shall construct the amenity centers described in **Exhibit D** and depicted on **Exhibit E**. Completion of the amenity centers by Developer shall be evidenced by a certificate of occupancy from the City. Construction of the first amenity center shall commence prior to the issuance of the 300th building permit for a single family home within the Development, and shall be completed and receive a certificate of occupancy prior to issuance of the 501st building permit for a single family home within the Development. Minor amenity

centers shall be constructed in Tract 1 and Tract 3 when the adjacent phase of the Development is final platted.

3.8 Dedications for Public Parks, Open Space, and Schools.

(a) Developer shall dedicate 15 acres of park land adjacent to Bonfire Park. The parks and open space will be developed in phases in accordance with **Exhibit E** when the adjacent phase of the Development is final platted. Open space areas shall be maintained by a homeowners' association, but shall be open to the public (excluding the amenity center, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book. The Developer agrees to construct, donate and dedicate, at no cost to the City, the following, as generally depicted in **Exhibit E**, at mutually agreed upon locations:

(i) park and open space land that makes efficient use of open space, flood plains, and non-floodplains for the entire base area; and

(ii) 12' wide concrete trails along the creek, including trail heads, in conformance with the Neighborhood Vision Book containing the following amenity items within the linear park: fitness stations; a dog park; playgrounds; frisbee golf course; or other similar uses and improvements approved by the Director of Development Services.

(b) Two sites for two elementary schools shall be reserved by Developer. Both sites shall be at least 10-12 acres in size. The sites may be dedicated or sold to the school district at Developer's acquisition cost by separate agreement between the school district and Developer.

3.9 Dedicate Land and Easement for Wastewater Treatment Plan. Developer shall dedicate a 15 acre site and easements for a wastewater plant.

ARTICLE IV **DEVELOPMENT PROCESS AND CHARGES**

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against the Property other than: (i) park fees in an amount not exceeding \$1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed \$500 per residential dwelling unit; (iii) roadway capital fees of \$3,000 per residential dwelling unit; (iv) water capital fees of \$2,500 per residential dwelling unit; and (v) wastewater capital fees of \$2,500 per residential dwelling unit. Roadway, water, and wastewater capital fees shall each escalate by an additional \$500 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon each succeeding five-year anniversary. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be paid at time of platting. Up to 50% of park fees may be used for public amenities in the linear park described in Section 3.8(a).

(c) Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars (\$100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as Exhibit J, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of Exhibit J.

(d) CCN Acquisition Costs. The Parties agree that the City will be the ultimate retail water service provider to the Property. Within sixty (60) days of the date the final plat of the Property is recorded, the Developer shall pay to the City a fee in the amount of \$1,750 per acre, which will be owed by the City to Marilee pursuant to this Agreement and that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City. The City will give Marilee notice that City would like to acquire the Marilee CCN prior to annexing the Property one year before the planned acquisition date.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) **THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS**

EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, 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) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) 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. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) 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 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that **Exhibit D** and Section 3.4, plus all provisions of this Agreement related to **Exhibit D** and Section 3.4 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or ETJ Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a Special District;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the ETJ Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D**, Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII **INFRASTRUCTURE FINANCING**

7.1 Special District Financing. The City will support the creation of a PID or the MUD (each, a "Special District"), by Developer's preference, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Developer and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, or other investors recommended as suitable by the City's financial advisor, the City agrees to issue PID Bonds or consent, if required, to MUD Bonds ("Special District Bonds").

(a) Developer will submit a PID creation petition or a Petition for Consent to Creation of the MUD to the City on or before even date herewith. If Developer submits a Petition for Consent to Creation of the MUD, the City agrees to consent to the creation of the MUD, the inclusion of the Property in the MUD, the inclusion of the Additional Property in the MUD, and the issuance of MUD Bonds by the MUD.

(b) Developer agrees that the total amount of all Special District Bonds shall not exceed Five Hundred Million dollars (\$500,000,000.00). Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, and extension of capital

infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services

(c) If administering a PID, the City and Developer shall 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 minimum tax equivalent rate for the assessment levy shall be at least \$0.42 per \$100 of taxable assessed valuation at the time of issuance of each series of PID Bonds, unless otherwise agreed by the parties. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act.

7.2 Payments for Public Facilities. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds or consent to the MUD for any part of the Development, the Developer agrees to pay the City the following fees:

(a) simultaneous with the funding of the second and the third issuance of PID bonds or MUD bonds, a fee in the amount of \$55,000 each to be used by the City to purchase and install two emergency warning sirens.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

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

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

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.4 Special District Notices. When selling any of the Property, the Developer shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, for PIDs and/or Section 49.452 of the Texas Water Code, as amended, for MUDs to anyone who purchases property within the Special District notifying purchaser of the information required by said State Statutes. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments and/or MUD property tax 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. This section applies to all owners of all or any portion of the Property.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 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 in writing (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 to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, 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 and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 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, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an “Developer Assignee”) that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the “Developer” and a “Party,” under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (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 Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer 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, Developer shall not be released until the City receives such copy of the assignment.

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

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer 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.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party 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 of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City 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.

9.3 Collateral Assignments. The Developer and Developer 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.

9.4 Transfer of Warranties. Any Public Infrastructure 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 Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a “Party” for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 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.

ARTICLE X

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as 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/homebuyer of a fully developed and improved lot (an “End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, 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 a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer’s request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. 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.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:

Attn: Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Developer:

Rasor Family Ranch, LP
Attn: John Rasor & Cleve Rasor
11709 County Road 60
Celina, Texas 75009
Email: john.rasor@homewoodmortgage.net
cleve@rasorinsurance.com
TEL: 214-507-1480 (John)
214-202-3480 (Cleve)

Attachment: Draft Development Agreement (Rasor Ranch – Development Agreement)

With a copy to:

Coats Rose, P.C.
Attn: Mindy L. Koehne
14755 Preston Road, Suite 600
Dallas, Texas 75254
Email: mkoehne@coatsrose.com
TEL: 972-788-1600

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each 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.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable 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 duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, 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.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) 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.

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

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other 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 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.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Trails and Open Space Improvements
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Wastewater Improvements
Exhibit I	Public Education Support Agreement

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 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 Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2022.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Draft Development Agreement (Rasor Ranch – Development Agreement)

DEVELOPER:

RASOR FAMILY RANCH LP,
a Texas limited partnership

By: J.T. Rasor & Co., LLC,
a Texas limited liability company
its General Partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF ____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of J.T. Rasor & Co., LLC, a Texas limited liability company, General Partner of Rasor Family Ranch, LP, a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Rasor Ranch – Development Agreement)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

FIELD NOTE DESCRIPTION

1097.42 ACRES

BEING a tract of land situated in the JAS M. CULWELL SURVEY, ABSTRACT #195, the JOHN DAVIS SURVEY, ABSTRACT #256, the J.M. FELAND SURVEY, ABSTRACT #316, the J.T. MEAFFEE SURVEY, ABSTRACT #632, the GABRIEL CHENOWETH SURVEY, ABSTRACT #140, the P. NEWSOME SURVEY, ABSTRACT #665, the W.C. LEWIS SURVEY, ABSTRACT #549, the THOMAS BRUCE SURVEY, ABSTRACT #104, of Collin County, Texas, said tract being all those tracts of land referred to as Tracts 1, 2, 3, 4 and 5, conveyed to the Rasor Family Ranch, LP, according to the document filed of record in Document Number 20071231001718360, Official Public Record Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the Collin and Grayson County line, located within County Line Road, a.k.a. Marilee Road, for the northeast corner of said Tract 2, being in the west line of the Burlington Northern Santa Fe Railroad;

THENCE South 13°45'00" West, a distance of 2806.72 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 98.83 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 202.67 feet to a point for corner;

THENCE North 88°27'00" West, a distance of 747.55 feet to a point for corner;

THENCE North 1°00'00" East, a distance of 3.94 feet to a point for corner;

THENCE South 88°15'00" West, a distance of 71.94 feet to a point for corner;

THENCE South 73°15'00" West, a distance of 58.03 feet to a point for corner;

THENCE South 57°45'00" West, a distance of 181.50 feet to a point for corner;

THENCE North 76°45'00" West, a distance of 203.28 feet to a point for corner;

THENCE North 88°37'00" West, a distance of 268.62 feet to a point for corner;

THENCE North 84°45'00" West, a distance of 156.42 feet to a point for corner;

THENCE North 86°30'00" West, a distance of 165.00 feet to a point for corner;

THENCE North 89°30'59" West, a distance of 1860.54 feet to a point for corner;

THENCE South 89°56'49" West, a distance of 221.20 feet to a point for corner;

Attachment: Draft Development Agreement (Rasor Ranch – Development Agreement)

THENCE North 88°53'48" West, a distance of 293.60 feet to a point for corner;
 THENCE North 89°06'48" West, a distance of 842.29 feet to a point for corner;
 THENCE North 88°43'48" West, a distance of 558.63 feet to a point for corner;
 THENCE North 88°58'48" West, a distance of 724.83 feet to a point for corner;
 THENCE North 89°30'48" West, a distance of 1095.51 feet to a point for corner;
 THENCE North 85°19'48" West, a distance of 184.73 feet to a point for corner;
 THENCE North 88°44'48" West, a distance of 1302.47 feet to a point for corner;
 THENCE North 89°57'48" West, a distance of 625.24 feet to a point for corner;
 THENCE South 1°05'12" West, a distance of 812.24 feet to a point for corner;
 THENCE South 0°58'25" West, a distance of 680.99 feet to a point for corner;
 THENCE South 89°59'07" East, a distance of 137.89 feet to a point for corner;
 THENCE South 89°40'07" East, a distance of 148.80 feet to a point for corner;
 THENCE South 89°21'07" East, a distance of 822.44 feet to a point for corner;
 THENCE South 1°06'53" West, a distance of 1390.54 feet to a point for corner;
 THENCE North 89°39'07" West, a distance of 580.00 feet to a point for corner;
 THENCE South 1°35'53" West, a distance of 1082.20 feet to a point for corner;
 THENCE North 88°55'07" West, a distance of 2065.60 feet to a point for corner;
 THENCE North 2°04'54" East, a distance of 1392.76 feet to a point for corner;
 THENCE North 4°03'53" East, a distance of 147.20 feet to a point for corner;
 THENCE North 2°02'53" East, a distance of 381.54 feet to a point for corner;
 THENCE North 87°58'48" West, a distance of 636.15 feet to a point for corner;
 THENCE North 56°16'48" West, a distance of 647.20 feet to a point for corner;
 THENCE North 0°05'48" West, a distance of 1225.66 feet to a point for corner;

THENCE North 1°30'12" East, a distance of 3500.00 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2085.66 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2566.64 feet to a point for corner;

THENCE South 87°31'48" East, a distance of 1275.30 feet to a point for corner;

THENCE South 88°01'48" East, a distance of 2606.30 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 2927.10 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 443.94 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 1224.44 feet to the **POINT OF BEGINNING** and containing 1097.420 acres or 47,803,631 square feet of land, more or less.

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

EXHIBIT C CONCEPT PLAN

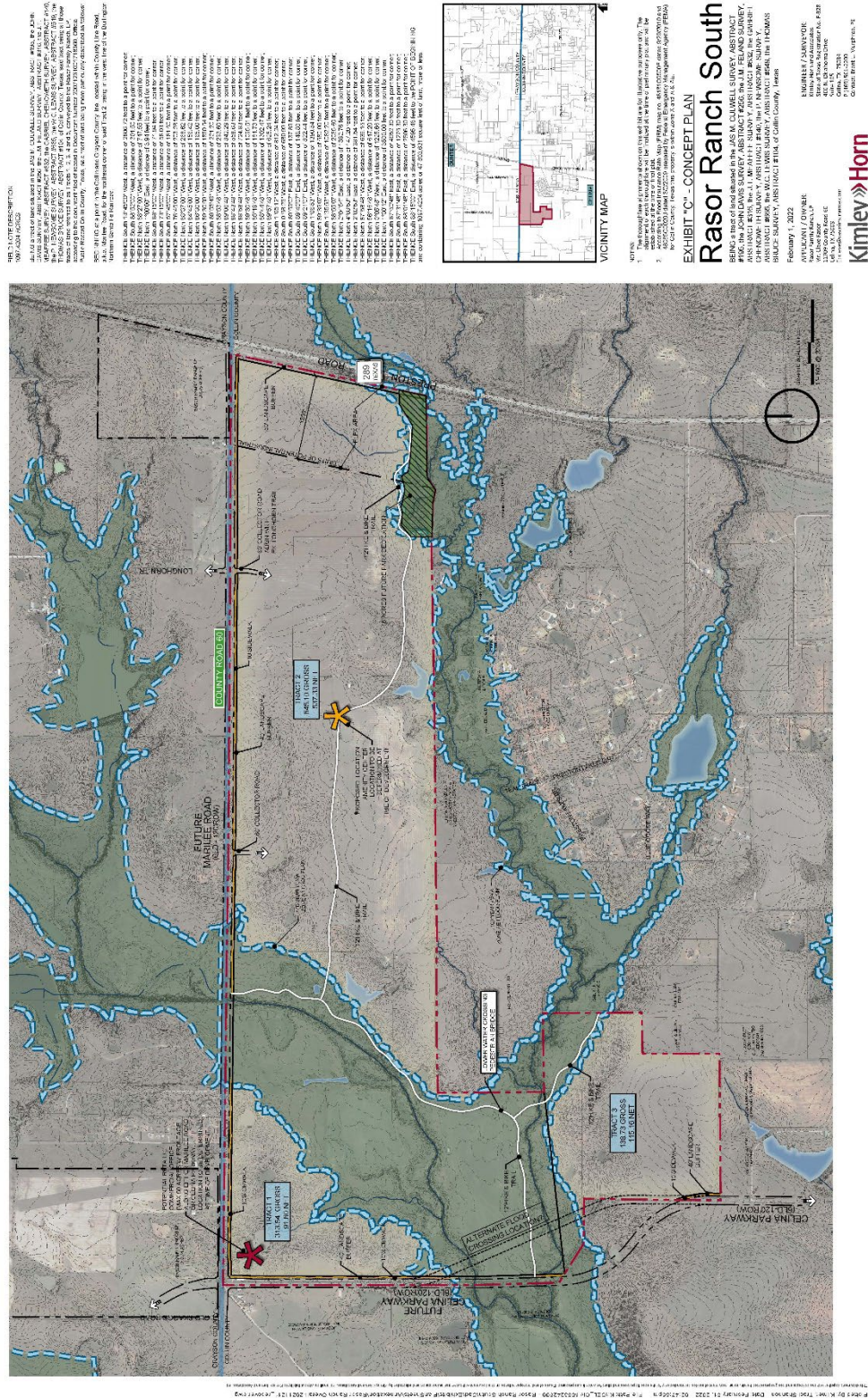


EXHIBIT D

DEVELOPMENT STANDARDS

Purpose:

The purpose of the development regulations is to provide a framework for the future standards of the contemplated Planned Development district. A master planned community is envisioned, including supporting and complimentary land uses such as commercial, retail, office, multi-family, and potential industrial along the BNSF.

Base Zoning:

The development shall follow all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows. The base zoning of the residential portion of the Planned Development shall be “SF-R”, Single-Family Residential Detached District. The base zoning for the townhome portion of the Planned Development shall be “SF-A”, Single-Family Residential Attached District. The base zoning for the non-residential portions of the Planned Development shall be “C”, Commercial, Retail, & Office district. The base zoning for any multi-family portions of the Planned Development shall be per the respective multi-family zoning district. The base zoning for any industrial portion of the Planned Development shall be “I”, Industrial district.

Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City’s architectural standards, and as may be amended.

Amenities & Open Space:

In addition to the base zoning regulations, the amenity package will include:

- Initial Amenity Center must be completed prior to the building permit being issued by the for the 501st residential lot.
- A minimum of 3 amenity centers shall be dispersed throughout the development. There shall be a minimum of 2 smaller-scale amenity centers (tracts 1 & 3), each of which shall contain the following elements: a swimming pool, restrooms, shade structures, and a playscape area. In addition, there shall be a minimum of 1 large amenity center (tract 2), which shall contain the following elements: indoor air-conditioned space, restrooms, a swimming pool, and a playground.
- The proposed development is providing abundant open space preserved in the floodplains. In addition to this open space, a minimum 10% open space shall be provided within the individual neighborhoods, in conformance with the Neighborhood Vision Book, to include passive play, programmed gathering areas, and pocket parklets.
- The overall single family residential development shall have a minimum of three (3) of the

following included within the overall residential development: sports court, passive recreation field, dog park, or other similar type uses as allowed by the Director of Development Service.

- Parkland dedication is satisfied via the 15-acre tract in the southeastern portion of the property, generally adjacent to Bonfire Park. No other land dedication for park purposes is required of the development other than these 15 acres. However, Park Improvement fees still apply.
- No sound wall nor other vertical screening device is required by the city along the BNSF right-of-way, although general landscaping requirements and buffers apply.
- The overall development shall be bisected with a 12' hike and bike trail that parallels the flood plain, along the railroad, and extends through the development as generally depicted on Exhibit C. The actual alignment will be determined at the time of the preliminary plat for each affected phase of the development.

Regulations for “C” – Commercial, Retail & Office:

Development under these zoning districts will adhere to the standards in the Zoning Ordinance, as may be amended, except as follows:

- C land uses are allowed with frontage along either Marilee Road and/or Celina Parkway.

Regulations for “I” – Industrial:

Development under these zoning districts will adhere to the standards in the Zoning Ordinance, as may be amended, except as follows:

- Industrial land uses are allowed within 1,200 linear feet (parallel to) the BNSF ROW.
- Industrial uses shall be bordered to the west with a 60' wide commercial collector street or a fifty-foot wide (50') landscape buffer (with associated trees).
- Single-family residential may be developed (in lieu of industrial) within this Industrial tract.

Regulations for MF-0/MF-2/MF-3:

Development under these zoning districts will adhere to the standards in the Zoning Ordinance, as may be amended, except as follows:

- Total multi-family units shall not exceed 750 units, whether MF-2, MF-3, or a combination thereof.
- Total MF-0 units shall not exceed 250 units. MF-0 units do not count against MF-2 or MF-3 unit counts.
- Age-restricted independent living is allowed to count toward the MF unit cap.

Regulations for MF-0 (Horizontal Multi-Family; aka Single Family for Rent):

- Maximum overall density of 15 units/per gross acre.
- Maximum of 4 units per detached building.
- The minimum unit size shall be a minimum 500 square feet.

- Maximum building height is 36' and two (2) stories.
- A 6' masonry wall is required along all perimeters. No gates crossing the fire lanes are allowed.
- Wooden privacy residential fences are allowed within landscape setbacks, except landscape setbacks along the public rights-of-way. Required perimeter trees shall be installed in this area. Yard spaces may be divided by 6-ft. wooden fences.
- Parking shall be a minimum of 1.5 per unit.
- All units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades.
- AC condensers may be allowed within the building setbacks.
- Interior open space shall be minimum 10%, and shall include any open space lawn area between or around buildings.

Regulations for SF-R & SF-A:

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Total single-family lot count shall not exceed 3,800 residential lots.
- A minimum of 10% of the lots shall be 70' in width or greater.
- A minimum of 10% of the lots shall be 55', 60', or wider in width.
- A maximum of 30% of the lots may be 40' in width.
- Townhomes may be up to 10% of the overall unit mix and do not count against the 40' inventory.
- A minimum of 3 distinct lot sizes for single family detached lots shall be provided within the development. Lot product separations may be 5' in width if meeting the lot mix requirements provided by this PD.
- Alleys are required on all lots smaller than 50' in width. Lots 50' wide and above may be front entry.
- The shared border with North Preston Lakes (5 lots) shall be restricted to single family lots that are a minimum 70' in width.
- All density and lot mix regulations are provided herein. No additional density or lot mix regulations shall apply.
- The following area regulations apply to single family development

	SF-A (TH)	PH-40	PH-50	SF-60 & Above
Minimum Front Yard	10'	10'	20'	20'
Minimum Side Yard	Interior-None	5' for center loaded 10' adjacent to street	5' for center loaded 15' adjacent to street	5' 15' adjacent to street

	5' adjacent to open space lots, amenity center lots, or TH 15' adjacent to detached residential dwellings 10' adjacent to street	0'/10' Zero option 7' 3/4' Zero option	0'/10' Zero option 7' 3/4' Zero option	
Minimum Rear Yard	7' 3' or 20' to garage	12' 3' or 20' to garage	12' 20' to garage	20'
Minimum Lot Area	1,760 SF	3,500 SF	5,000 SF	6,900 SF
Minimum Lot Width	22'	35'	50'	60'
Minimum Lot Depth	80'	100'	100'	115'
Max. Height	3 stories; 55'	2.5 stories; 40'	2.5 stories; 40'	2.5 stories; 40'
Max. Lot Coverage	85%	65%	65%	55%

EXHIBIT F

ROADWAY IMPROVEMENTS

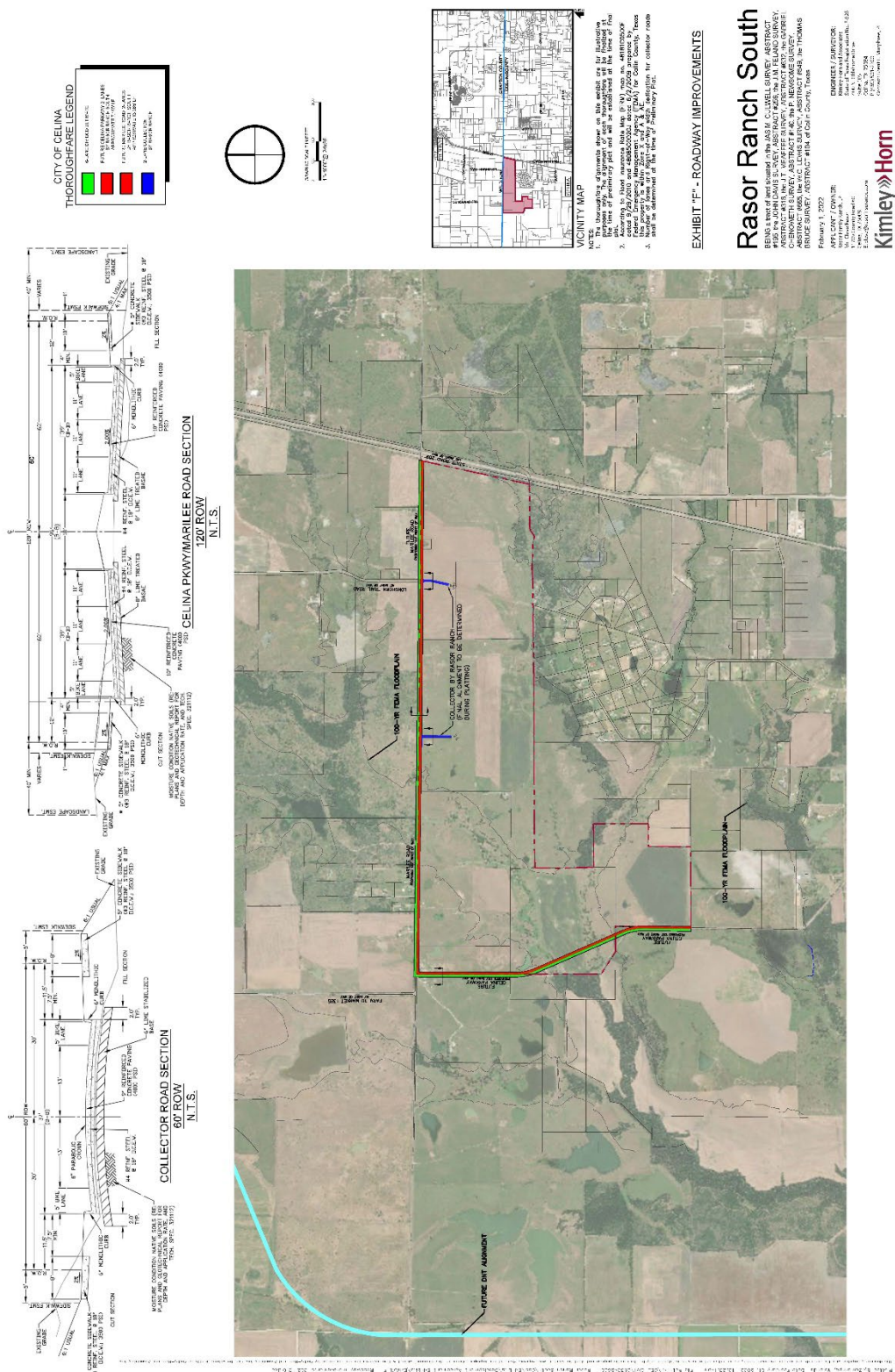


EXHIBIT G

WATER IMPROVMENTS



EXHIBIT I
PUBLIC EDUCATION SUPPORT AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this “Agreement”) is made between (INSERT NAME OF HOA) (the “HOA”) and the Celina Association of Renaissance Excellence (“CARE”), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the “Parties”. The effective date of this Agreement (the “Effective Date”) shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners’ association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as “_____” (the “Community”), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the “Master Covenant”); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the “Fund”), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life (“Community Benefits”); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District (“CISD”) to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the “Donations”); and

WHEREAS, CARE hereby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a “private transfer fee” and that all Fund contributions arising from the

sale and resale of homes within the Community (the “Contributions”) qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I. EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the “CCC”). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a “Home”); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of \$400,000 would generate a \$400 contribution; (c) that all Contributions shall be deposited into the Fund’s account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCLUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property. The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II. ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. 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.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. 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 had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually

received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

With a Copy to:

If to HOA:

With a Copy to:

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This

Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

Attachment: Draft Development Agreement (Rasor Ranch – Development Agreement)

HOA:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

 Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Rasor Ranch – Development Agreement)

EXHIBIT A—PROPERTY DESCRIPTION

Attachment: Draft Development Agreement (Rasor Ranch – Development Agreement)

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

“**Association**” means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

“**Board**” means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

“**Community**” refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

“**Community Enhancement Fee**” means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of \$400,000 would generate a \$400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

“**Community Investment Fund**” means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

“**Condominium Unit**” means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

“**Lot**” means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

“**Majority**” means more than half.

“**Transfer**” means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

“Transferred Price” means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, “valuation” means the appraised value without giving effect to any applicable tax exemptions.

“Transferee” means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

“Transferor” means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX

COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) **Obligation to Pay Community Enhancement Fee.** Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be \$400 for the Transfer of a \$400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) **Liability for the Community Enhancement Fee.** If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee

payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the “**Community Enhancement Fee Report**”) which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home

equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

- i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.
- ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or its respective successors or assignees.
- iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or

- their successors or assignees.
- iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.
 - v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, “**Development Owner**” means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and “**Homebuilder**” means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.
 - vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person’s stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.
 - vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.
 - viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.
 - ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.
 - x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.
 - xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a “**Holding Company**”), or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.
 - xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.
 - xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.



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Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kari White, Senior Planner
 CC: Jason Laumer, City Manager
 Date: February 8, 2022
 Re: 21-01 Annexation Second Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (21-01 Annexation Second Public Hearing) (White)

1. Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2. Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3. Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4. Collin CAD Property ID 985731, being an approximate 53 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey , Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5. Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),
6. Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
7. Collin CAD Property ID 985777, being an approximate 81.63 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally

located east of County Road 127 and approximately 1,500 feet north of County Road 129 (Laney Partners, Ltd.),

8. Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
9. Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
10. Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
11. Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

Background:

Please refer to the attachments for additional information.

Below is the anticipated annexation schedule for the properties:

~~July 13, 2021—Annexation Resolution~~

~~August 10, 2021—1st Public Hearing~~

~~January 11, 2022—Petition Verification~~

February 8, 2022 - 2nd Public Hearing

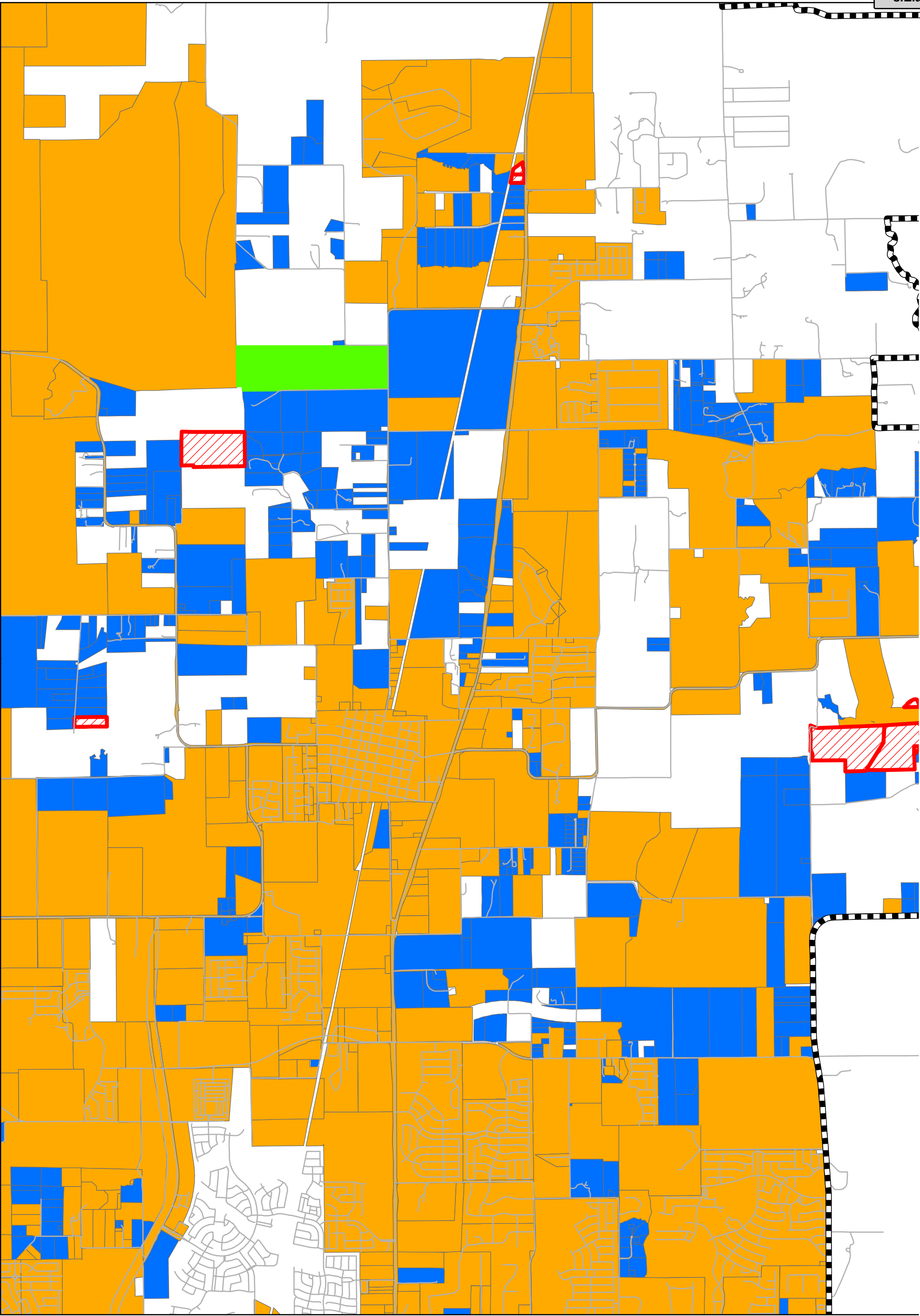
March 15, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:

NA



Attachment: Location Map (21-01 Annexation Second Public Hearing)

Celina
TEXAS
EST. 1876

Life Connected.

Potential Annexations

City of Celina

Date: 7/8/2021

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

N
W E
S

0 3,300 6,600

Feet

Packet Pg. 337

LEGAL DESCRIPTION OF AREA

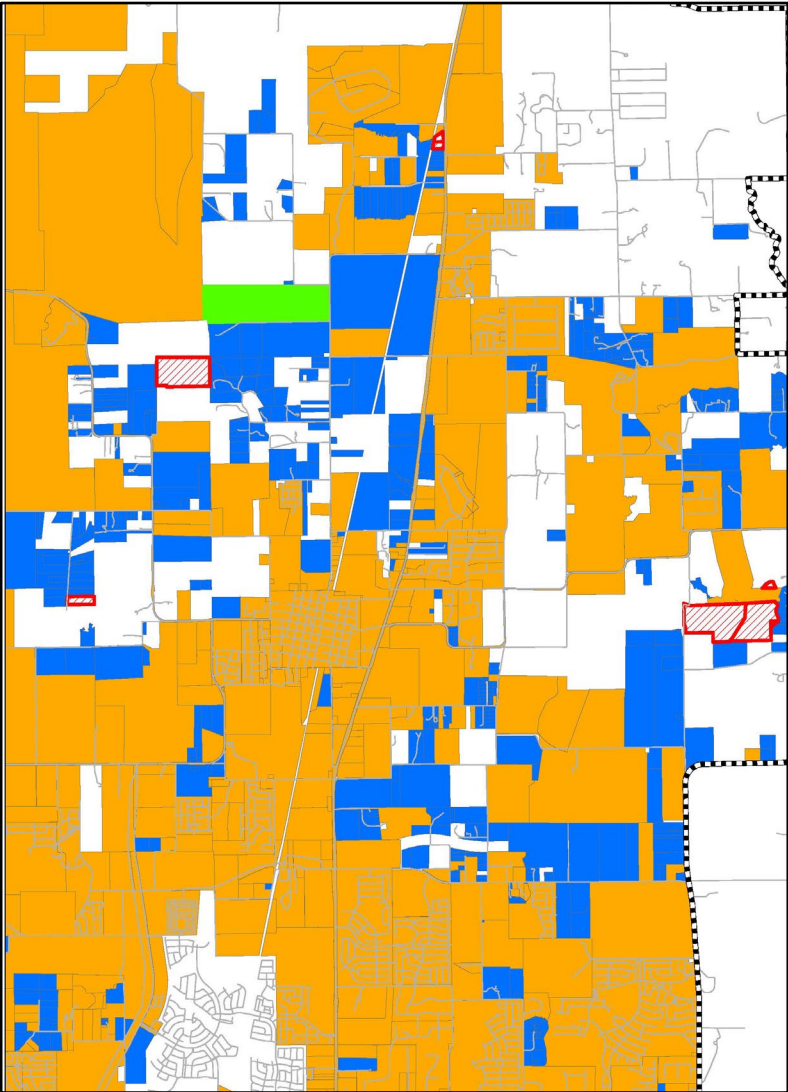
1. Collin CAD Property ID 2120983 (Pilatus Investments, LLC)
2. Collin CAD Property ID 1014538 (Pilatus Investments, LLC)
3. Collin CAD Property ID 1014547 (Moore, Willie Douglas)
4. Collin CAD Property ID 985731 (Goldstein Family Investments, Ltd.)
5. Collin CAD Property ID 986598 (Goldstein Family Investments, Ltd.)
6. Collin CAD Property ID 995123 (Goldstein Family Investments, Ltd.)
7. Collin CAD Property ID 985777 (Laney Partners, Ltd.)
8. Collin CAD Property ID 1498089 (Collerain, Alice C.)
9. Collin CAD Property ID 1498098 (Ejaz Investment Group, Inc.)
10. Collin CAD Property ID 1585804 (Rawhide at Celina Limited Partnership)
11. Collin CAD Property ID 995748 (Ganji, Shaun)

ANNEXATION 21-01

City Council
February 8, 2022



ANNEXATION MAP



Legend

-  Ultimate Boundary
-  Roads
-  Potential Annexations
-  Petition

FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 700 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

ANNEXATION TIMELINE

- ~~July 13, 2021 – Annexation Resolution~~
- ~~August 10, 2021 – 1st Public Hearing~~
- ~~January 11, 2022 – Petition Verification~~
- February 8, 2022 – 2nd Public Hearing
- March 15, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

RECOMMENDATION

Staff recommends approval.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kari White, Senior Planner
 CC: Jason Laumer, City Manager
 Date: February 8, 2022
 Re: 22-01 Annexation First Public Hearing

Action Requested:

Conduct the first of three public hearings to annex approximately 304 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (22-01 Annexation First Public Hearing) (White)

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772, being an approximate 36.791 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586, being an approximate 24.976 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (TM BTR of Texas LLC),
4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.695 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775, being an approximate 5 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473, being an approximate 29.827 acre tract of land in Collin

- County, Texas, legally described as Abstract No. A0810 in the W. W. Shower Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
8. Collin CAD Property ID 2143120, being an approximate 10.037 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
 9. Collin CAD Property ID 2711132, being an approximate 10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
 10. Collin CAD Property ID 1225221, being an approximate 10.475 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
 11. Collin CAD Property ID 991733, being an approximate 12.906 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),
 12. Collin CAD Property ID 2142193, being an approximate 10 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
 13. Collin CAD Property ID 2649863, being an approximate 11 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
 14. Collin CAD Property ID 2507796, being an approximate 5.1624 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
 15. Collin CAD Property ID 1766084, being an approximate 2 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
 16. Collin CAD Property ID 992153, being an approximate 0.393 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
 17. Collin CAD Property ID 985401, being an approximate 10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),
 18. Collin CAD Property ID 2665774, being an approximate 5 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC),
 19. Collin CAD Property ID 2754400, being an approximate 5.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0834 in the William Stapp Survey, Tract 15; generally

located east of future McIlroy Drive and approximately 1,100 feet south of future G. A. Moore Parkway (Bivins, Todd J. & Sara E.),

20. Collin CAD Property ID 159732, being an approximate 1 acre tract of land in Collin County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

Background Information:

In alignment with the City's growth strategies and per the direction from Celina's City Council, the purpose of this public hearing is relating to the intent to annex certain properties.

Below is the anticipated annexation schedule for the properties:

~~January 11, 2022 - Annexation Resolution~~

February 8, 2022 - 1st Public Hearing

July 12, 2022 - Petition Verification

August 9, 2022 - 2nd Public Hearing

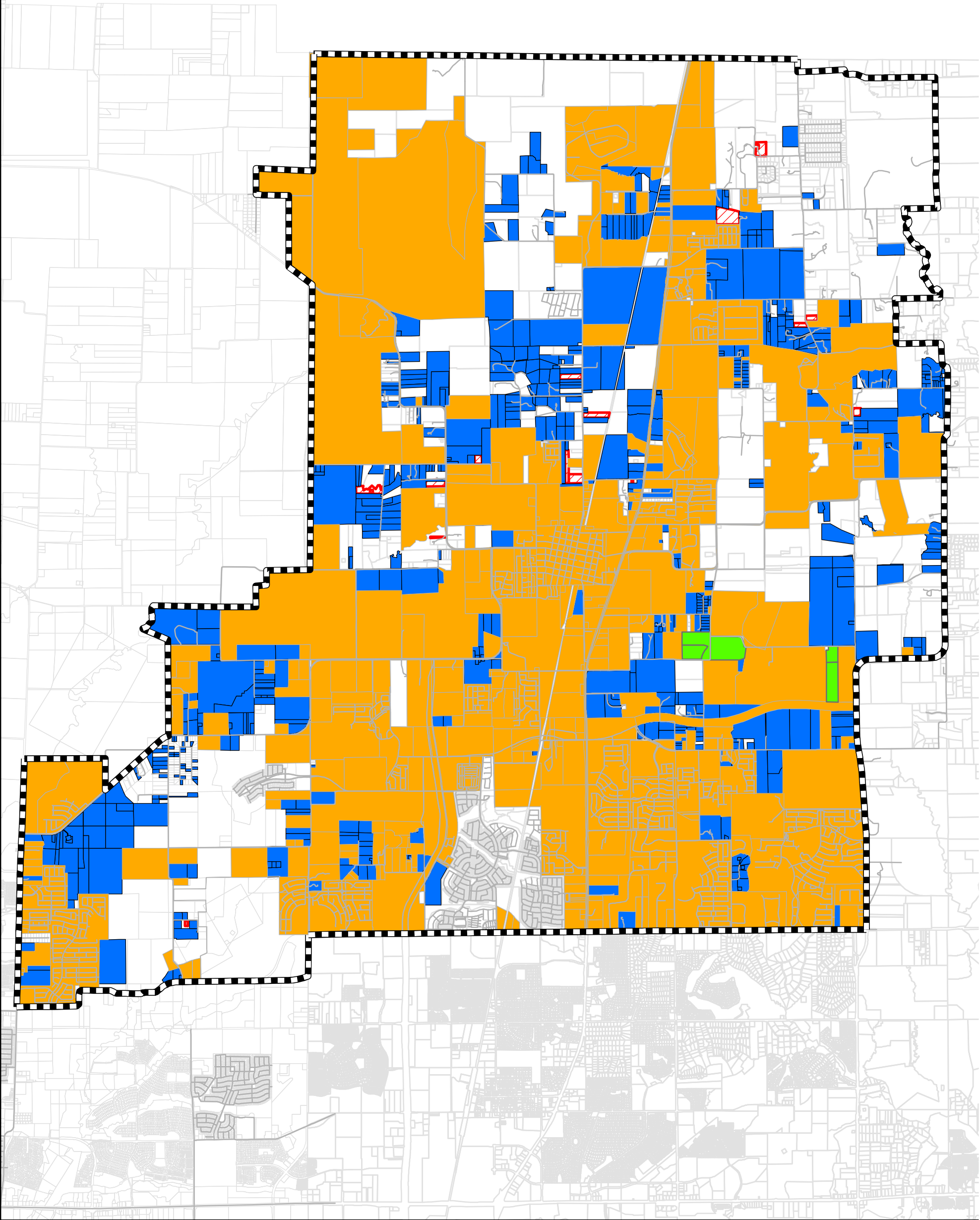
September 13, 2022 - 3rd Public Hearing and Annexation Ordinance Adoption

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:

NA.



Attachment: Location Map (22-01 Annexation First Public Hearing)



Life Connected.

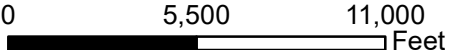
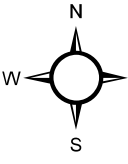
Potential Annexations

City of Celina

Date: 1/12/2022

Legend

-  Ultimate Boundary
-  Roads
-  Petition
-  Potential Annexations
-  Parcels



0 5,500 11,000 Feet

Packet Pg. 348

LEGAL DESCRIPTION OF AREA

1. Collin CAD Property ID 1013584 (The Parks at Wilson Creek LP)
2. Collin CAD Property ID 998772 (The Parks at Wilson Creek LP)
3. Collin CAD Property ID 1011586 (TM BTR of Texas LLC)
4. Collin CAD Property ID 1011602 (VPTM Cross Creek LB LLC)
5. Collin CAD Property ID 2841668 (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775 (Lucky Buddha Investment LLC)
7. Collin CAD Property ID 986473 (Dalaki, Mohammad Ali)
8. Collin CAD Property ID 2143120 (Gadiraju, Raju & Tsai, Feng Tzu)
9. Collin CAD Property ID 2711132 (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu)
10. Collin CAD Property ID 1225221 (3G Investments LLC)

LEGAL DESCRIPTION OF AREA

11. Collin CAD Property ID 991733 (Smith, Tracy D. & Dawn L.)
12. Collin CAD Property ID 2142193 (Vision & Structure LLC)
13. Collin CAD Property ID 2649863 (LaBorde, James L. & Mary B.)
14. Collin CAD Property ID 2507796 (Hollis, James Thomas)
15. Collin CAD Property ID 1766084 (Donaldson, Richard L. & Frances L.)
16. Collin CAD Property ID 992153 (Hamm, Donald & Janie)
17. Collin CAD Property ID 985401 (Gibson, Joe Elzie & Dessie Imogene)
18. Collin CAD Property ID 2665774 (5H Ventures LLC)
19. Collin CAD Property ID 2754400 (Bivins, Todd J. & Sara E.)
20. Collin CAD Property ID 159732 (Zarate, Mario Juanita)

ANNEXATION 22-01

City Council
February 8, 2022



ANNEXATION MAP

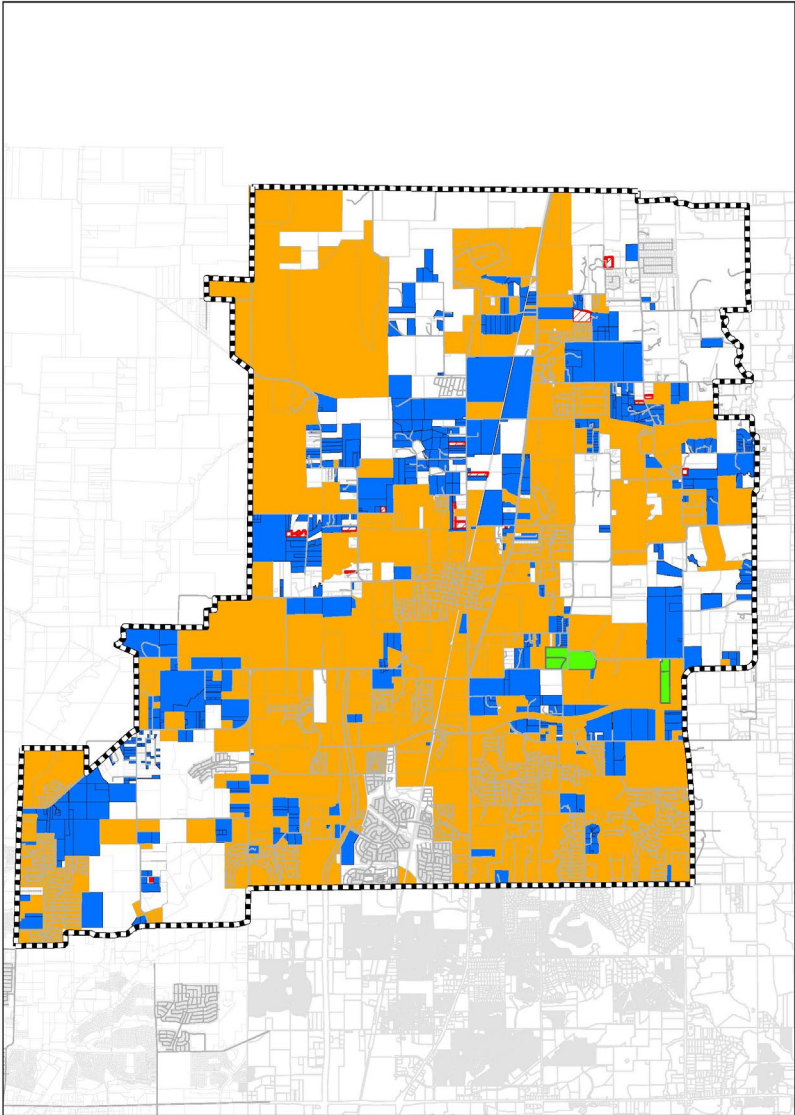
Legend

 Ultimate Boundary

 Roads

 Potential Annexations

 Petition



FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 700 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

ANNEXATION TIMELINE

- ~~January 11, 2022 – Annexation Resolution~~
- February 8, 2022 – 1st Public Hearing
- July 12, 2022 – Petition Verification
- August 9, 2022 – 2nd Public Hearing
- September 13, 2022 – 3rd Public Hearing and Annexation Ordinance Adoption

RECOMMENDATION

- Staff recommends approval as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Ownsby Farms - PID Bond Ordinance

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project); approving and authorizing related agreements; and providing an effective date. (Ownsby Farms - PID Bond Ordinance) (White)

Background Information:

The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

ORDINANCE NO. 2022-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT IMPROVEMENTS PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Ownsby Farms Public Improvement District" (the "District"), pursuant to Resolution No. 2015-26R adopted by the City Council of the City (the "City Council") on June 9, 2015; and

WHEREAS, pursuant to the PID Act, the City Secretary of the City mailed and published notice of a public hearing to be held on November 10, 2020, and on November 10, 2020, the City Council convened the public hearing regarding the levy of special assessments against benefitted property located within the second construction phase of the District ("Phase #2"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted an ordinance levying special assessments against the benefitted property within Phase #2 (the "Phase #2 Assessment Ordinance") on November 10, 2020; and

WHEREAS, in the Phase #2 Assessment Ordinance, the City Council approved and accepted the Ownsby Farms Public Improvement District Updated Service and Assessment Plan, dated January 17, 2017, as updated for Phase #2 on November 10, 2020 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Phase #2 Assessments") against the Phase #2 Assessed Property as shown on the Phase #2 Direct Improvement Assessment Roll that is attached to the Service and Assessment Plan as Appendix H; and

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

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Phase #2 Assessments and other revenues received for the purpose of (i) paying a portion of the Actual Costs of the Phase #2 Direct Improvements, (ii) funding a reserve fund for payment of principal and interest on the Bonds (hereinafter defined), (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Phase #2 Direct Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

below) and a Limited Offering Memorandum (defined below); and (v) approve the form, terms and provisions of a Service and Assessment Plan (defined above); and

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

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

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

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of (i) paying a portion of the Actual Costs of the Phase #2 Direct Improvements, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of March 1, 2022, between the City and U.S. Bank National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A**, which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary, the Assistant City Secretary or the Deputy City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

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

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

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited

Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary, the Assistant City Secretary, or the Deputy City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") among the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C**, which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Service and Assessment Plan. That certain "Ownsby Farms Public Improvement District Updated Service and Assessment Plan", updated on February 8, 2022 is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor and Mayor Pro Tem of the City is each hereby authorized and directed to deliver such Service and Assessment Plan with such changes as may be required to carry out the purposes of this Ordinance. The Service and Assessment Plan, including the method of assessment set forth therein, is approved and adopted as the service and assessment plan for the Phase #2 Direct Improvements of the District and the updated Phase #2 Direct Improvement Assessment Roll attached as Appendix H thereto, which restates the Phase #2 Assessments that have been levied against the Phase #2 Assessed Property by the Phase #2 Assessment Ordinance to incorporate information from the final pricing of the Bonds, is hereby approved. The City Secretary, the Assistant City Secretary, or the Deputy City Secretary is hereby directed to file the Service and Assessment Plan in the real property records of Collin County not later than the seventh (7th) day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary, the Assistant City Secretary, or the Deputy City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in

the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

SECTION 6. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary, Assistant City Secretary, or the Deputy City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary, the Assistant City Secretary, or the Deputy City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Phase #2 Direct Improvements.

SECTION 7. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 10. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 11. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 12. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

PASSED AND ADOPTED, this February 8, 2022.

CITY OF CELINA, TEXAS

Mayor Pro Tem

ATTEST:

Deputy City Secretary

(City Seal)

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

DATED AS OF MARCH 1, 2022

SECURING

\$ _____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #2 DIRECT IMPROVEMENTS PROJECT)

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of March 1, 2022 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the corporate boundaries of the City to be known as the Ownsby Farms Public Improvement District (the "District"); and

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

WHEREAS, on June 9, 2015, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on June 9, 2015, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2015-26R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on January 15, 2016, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after January 15, 2016; and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project) (the "Phase #1 Bonds") secured by certain assessments levied against property located within the first construction phase of the District ("Phase #1"); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project) (the "Major Improvement Area Bonds") secured by certain assessments levied against property located within the District that was not located within Phase #1 (the "Major Improvement Area"); and

WHEREAS, in the indentures authorizing the Phase #1 Bonds and the Major Improvement Area Bonds, the City reserved the right to issue additional series of bonds as "Additional Obligations" pursuant to other indentures, assessment ordinances, or similar agreements which

do not constitute or create a lien on the trust estate and are not payable from pledged revenues which secure, respectively, the Phase #1 Bonds or the Major Improvement Area Bonds; provided that prior to the issuance of such "Additional Obligations" the requirements set forth in Section 13.2(c) of the indenture authorizing the issuance of the Major Improvement Area Bonds must be satisfied or owners of at least 51% of the Major Improvement Area Bonds must authorize an amended or modification to the Indenture authorizing the Major Improvement Area Bonds modifying or waiving the requirements of Section 13.2(c) or submit a certificate waiving such requirements; and

WHEREAS, on October 13, 2020, the City Council by Resolution 2020-70R made findings and determinations relating to the Actual Costs of certain Authorized Improvements (the "Phase #2 Direct Improvements") allocable only to property within the District located in the second construction phase of the District ("Phase #2"), received and accepted a preliminary update to the service and assessment plan, including a proposed assessment roll for Phase #2 related to the Phase #2 Direct Improvements, called a public hearing for November 10, 2020, and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice as required by Section 372.016(b) of the PID Act; and

WHEREAS, on October 23, 2020, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed assessment roll for Phase #2 (the "Assessment Roll") and the Service and Assessment Plan and the levy of the assessments on property within Phase #2 of the District related to the Phase #2 Direct Improvements (the "Assessments"); and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Phase #2 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on November 10, 2020, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of Actual Costs of the Phase #2 Direct Improvements, the purposes of the Assessment, the special benefits of the Phase #2 Direct Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

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

WHEREAS, on November 10, 2020 the City Council approved Ordinance No. 2020-98 (the "Assessment Ordinance"), which levied the Assessments and approved and accepted the Service and Assessment Plan, as updated and amended, in conformity with the requirements of the PID Act and the City Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Phase #2 Direct Improvements, (ii) funding a reserve fund for payment of principal and interest

on the Bonds, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act and as Additional Obligations under the indentures authorizing the Phase #1 Bonds and the Major Improvement Area Bonds, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project)" (the "Bonds"), such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, prior to the issuance of the Bonds, owners of at least 51% of the Major Improvement Area Bonds have submitted evidence satisfactory to the City and its advisors acknowledging requirements of Section 13.2(c) of the indenture authorizing the Major Improvement Area Bonds and waiving these requirements and consenting to the issuance of the Bonds; and

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

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

FIRST GRANTING CLAUSE

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

SECOND GRANTING CLAUSE

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

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

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

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to such property shall terminate;

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

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

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

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

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

“Actual Costs” mean, with respect to a Phase #2 Direct Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Phase #2 Direct Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include (a) costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Phase #2 Direct Improvement, including general contractor construction management fees, (b) the costs of preparing the construction plans for such Phase #2 Direct Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approval for such Phase #2 Direct Improvement, (d) the costs incurred for external professional costs associated with such Phase #2 Direct Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and taxes, (e) the costs of all labor, bonds, and material, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction, or implementation of such Phase #2 Direct Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, and miscellaneous expenses and (g) all advances and payments for Administrative Expenses.

“Additional Interest” means, collectively, (i) the amount collected each year pursuant to the Service and Assessment Plan and Assessment Roll in connection with the Delinquency Reserve, as described in Section V.H of the Service and Assessment Plan and (ii) the amount collected each year pursuant to the Service and Assessment Plan and Assessment Roll for the Prepayment Reserve, as described in Section V.F of the Service and Assessment Plan.

“Additional Interest Reserve Account” means the account of such name administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

“Additional Interest Reserve Requirement” means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

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

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Phase #2 Direct Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

“Administrator” means an employee of the City or third party designee who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

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

Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of an interest on the Assessments) as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix H and related to the Phase #2 Direct Improvements; which annual payment includes the Additional Interest collected on each annual payment of the Assessments for the Additional Interest Reserve Account as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

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

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

“Assessed Parcel” means each parcel of land located within Phase #2 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“Assessed Property” means, collectively, all Assessed Parcels.

“Assessment Ordinance” means Ordinance No. 2020-98 adopted by the City Council on November 10, 2020, that levied the Assessments on the Assessed Parcels located in Phase #2.

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

“Assessment Roll” means, the assessment roll attached as Appendix H to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds and the Phase #2 Direct Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Assessments” means the aggregate assessments levied against the Assessed Property in Phase #2, as shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Authorized Denomination” means \$25,000 and any integral multiple of \$1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than \$25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including those listed in Section III of the Service and Assessment Plan.

“Bond” means any of the Bonds.

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

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

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

“Bond Ordinance” means Ordinance No. 2022-__ adopted by the City Council on February 8, 2022, authorizing the issuance of the Bonds pursuant to this Indenture.

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

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

“Bonds” means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project)”.

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

“Certificate for Payment” means a certificate substantially in the form of Exhibit B attached hereto or otherwise approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in Section 6.5 herein.

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

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

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

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

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

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

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment and foreclosing the lien against the Assessed Parcel, including attorney’s fees.

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

“Developer” means CADG Ownsby Farms LLC, a Texas limited liability company, including its successors and assigns.

“District Administration Account” means the Account of such name established pursuant to Section 6.1.

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

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

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

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

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

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

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

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing [September 1, 2022].

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

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

“Minor Amount Redemption” means a redemption of a principal amount of Bonds pursuant to Section 4.4 hereof that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

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

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

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

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

“Phase” means one or more Parcels within the District that will be developed in the same general time period.

“Phase #2” means the second Phase developed within the District and further identified and depicted in the Service and Assessment Plan.

“Phase #2 Direct Improvements” means the Authorized Improvements for which the Assessments are levied against the Assessed Property, and which are designed, constructed, and installed in accordance with the Service and Assessment Plan or an Annual Service Plan Update and which will only benefit the Assessed Parcels, as more particularly described in Section III.D of the Service and Assessment Plan.

“Phase #2 Direct Improvements Account” means the Account of such name established pursuant to Section 6.1.

“PID Act” means Texas Local Government Code, Chapter 372, as amended.

“Pledged Funds” means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

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

“Pledged Revenues” means the sum of (i) Assessment Revenue less the Administrative Expenses (ii) any additional revenues that the City may pledge to the payment of Bonds.

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

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

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

“Purchaser” means the initial purchaser of the Bonds.

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

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

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

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

“Redemption Price” means, when used with respect to any Bond or portion thereof, the applicable redemption price shown in Article IV of this Indenture.

“Refunding Bonds” means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds.

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

“Reserve Account” means the Account of such name established pursuant to Section 6.1.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is \$_____, which is an amount equal to [Maximum Annual Debt Service] on the Bonds as of the Closing Date.

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

“Service and Assessment Plan” means the document entitled "Ownsby Farms Public Improvement District Service and Assessment Plan" dated January 17, 2017 as updated on November 10, 2020, and on February 8, 2022 including the Assessment Roll attached thereto as Appendix H, a version which is attached as [Exhibit __] to the Bond Ordinance, as the same may be amended or updated from time to time.

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

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

“Substantial Amount Redemption” means a redemption of a principal amount of Bonds pursuant to Section 4.4 hereof that is greater than or equal to ten percent (10%) of the Outstanding principal amount of the Bonds.

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

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

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

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

Section 1.2. Findings.

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

Section 1.3. Table of Contents, Titles and Headings.

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

Section 1.4. Interpretation.

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

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

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

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

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

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

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

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

Section 2.2. Limited Obligations.

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

Section 2.3. Authorization for Indenture.

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

Section 2.4. Contract with Owners and Trustee.

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

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Actual Costs of the Phase #2 Direct Improvements, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) paying a portion of the costs incidental to the administration of the District, and (iv) paying the costs of issuance of the Bonds.

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

(a) The Bonds shall be dated March 1, 2022 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing [September 1, 2022], computed on the basis of a 360-day year of twelve 30-day months.

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

<u>[Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV

herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

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

- (a) a copy of the executed Assessment Ordinance;
- (b) a copy of the executed Bond Ordinance;
- (c) a copy of this Indenture executed by the Trustee and the City; and
- (d) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

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

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

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

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

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next

succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

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

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, Assistant City Secretary, or Deputy City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

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

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

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, Assistant City Secretary, or Deputy City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its

designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

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

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

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

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

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

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

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of

this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

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

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

Section 3.8. Cancellation.

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

Section 3.9. Temporary Bonds.

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

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

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

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like

tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

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

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

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

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

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

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

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

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

Section 3.11. Book-Entry Only System.

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

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

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

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

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such

Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

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

Section 4.2. Mandatory Sinking Fund Redemption.

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

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installments (\$)</u>
----------------------------	---

* maturity

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installments (\$)</u>
----------------------------	---

* maturity

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

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

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

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to this Indenture), or any other transfers to the Redemption Fund under the terms of this Indenture. The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral multiple thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds or Bonds, as applicable, shall be redeemed in inverse order of maturity.

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

Section 4.6. Notice of Redemption to Owners.

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

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

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

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then

called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

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

Section 4.7. Payment Upon Redemption.

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

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

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

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

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

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

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

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

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

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

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

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

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

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Bond Fund:

- (A) Principal and Interest Account.

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

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

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

- (A) Phase #2 Direct Improvements Account; and
- (B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account.

(v) The following Account is hereby created and established under the Administrative Fund:

- (A) District Administration Account.

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

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

Section 6.2. Initial Deposits to Funds and Accounts.

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

- (i) to the Reserve Account of the Reserve Fund: \$_____;
- (ii) to the Phase #2 Direct Improvements Account of the Project Fund: \$_____;
- (iii) to the Costs of Issuance Account of the Project Fund: \$_____;
- and
- (iv) to the District Administration Account of the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning in February 15, 2023, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in amounts sufficient to pay

debt service on the Bonds next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement in accordance with Section 6.7 hereof, (c) third, the Additional Interest Reserve Account in an amount equal to the Additional Interest collected in accordance with Section 6.7 hereof; (iv) fourth, to pay other Actual Costs of the Phase #2 Direct Improvements; and (v) fifth, to pay other costs permitted by the PID Act.

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

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, and then, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate; and third to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts

so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Section 6.5. Project Fund.

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

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Phase #2 Direct Improvements Account of the Project Fund to pay Actual Costs of the Phase #2 Direct Improvements shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certificate for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Phase #2 Direct Improvements Account of the Project Fund shall be pursuant to and in accordance with the disbursement procedures described in such written direction.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Phase #2 Direct Improvements Account of the Project Fund are not expected to be expended for purposes of the Phase #2 Direct Improvements Account of the Project Fund due to the abandonment, or constructive abandonment, of the Phase #2 Direct Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Phase #2 Direct Improvements Account of the Project Fund will ever be expended for the purposes of the Phase #2 Direct Improvements Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Phase #2 Direct Improvements Account of the Project Fund that are not expected to be used for purposes of the Phase #2 Direct Improvements Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Phase #2 Direct Improvements Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

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

(e) Upon the filing of a City Certificate stating that all Phase #2 Direct Improvements have been completed and that all Actual Costs of the Phase #2 Direct Improvements have been paid, or that any such Actual Costs of the Phase #2 Direct Improvements are not required to be paid from the Phase #2 Direct Improvements Account of the Project Fund, pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Phase #2 Direct Improvements Account to the Bond Fund, and (ii) the Phase #2 Direct Improvements Account of the Project Fund shall be closed. If the Phase #2 Direct Improvements Account has been closed pursuant to the provisions of this Section and the Costs of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than 6 months following the Closing Date, or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Phase #2 Direct Improvements Account of the Project Fund and used to pay Actual Costs or to the Principal

and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

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

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing September 1, 2022, an amount equal to the Additional Interest collected, if any, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update unless and until it receives a City Certificate directing that a different amount be used.

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

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate, as a result of such Prepayment and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund, and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of

such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

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

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

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

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

Section 6.9. Administrative Fund.

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

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

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. Amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section

7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

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

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee shall follow the written instruction of any City Certificate. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

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

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

Section 6.11. Security of Funds.

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

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time), and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding and/or amounts are due the Developer to reimburse it for its funds it has contributed to pay Actual Costs of the Phase #2 Direct Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

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

Section 7.3. Against Encumbrances.

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

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 of this Indenture.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to reimburse it for funds it has contributed to pay Actual Costs of the Phase #2 Direct Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty (30) days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

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

(d) No Private Loan.

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

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

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

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

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

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

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

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

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other

Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, City Secretary, Assistant City Secretary, or Deputy City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

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

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

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than

with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

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

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

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

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

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

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

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

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

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Phase #2 Direct Improvements.

Indenture of Trust
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The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

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

Section 9.5. Trustee Protected in Relying on Certain Documents.

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

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

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

Section 9.6. Compensation.

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

Section 9.7. Permitted Acts.

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

Section 9.8. Resignation of Trustee.

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

Section 9.9. Removal of Trustee.

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

Section 9.10. Successor Trustee.

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

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

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

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

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

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

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

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

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

Section 9.12. Merger, Conversion or Consolidation of Trustee.

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

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Accounts, Periodic Reports and Certificates.

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

Section 9.15. Construction of Indenture.

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

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Owners of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

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

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;
- (iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 herein; and
- (v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Any modification or amendment made pursuant to this paragraph shall not be subject to the notice procedures specified in Section 10.3 below.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

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

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

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

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty-day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

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

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

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

Section 10.6. Amendatory Endorsement of Bonds.

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

Section 10.7. Waiver of Default.

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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

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

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

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

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

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

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and, at the written direction of Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

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

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In

the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

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

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least 51% of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued

hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

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

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

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

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

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

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

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

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

Section 11.5. Effect of Waiver.

(a) No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a

waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

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

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

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

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

Section 11.7. No Acceleration.

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

Section 11.8. Mailing of Notice.

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

Section 11.9. Exclusion of Bonds.

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

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

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

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

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

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

Section 12.2. General.

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

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

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

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

Section 13.2. Additional Obligations or Other Liens.

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

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

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

(a) Notwithstanding anything to the contrary herein, no Refunding Bonds, Additional Obligations or subordinate obligations described by Section 13.2(c) above may be issued by the City unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations or subordinate obligations are scheduled to mature on September 1 of the years in which principal is schedule to mature, and (2) the interest on such Refunding Bonds,

Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and/or September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

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

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

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

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

Section 14.2. Satisfaction of Indenture.

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

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for the same purpose, shall be sufficient to pay when due the principal of and interest on the Bonds to become due on such Bonds on and prior to the

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

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

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

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

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

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

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

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

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

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

Section 15.4. Waiver of Personal Liability.

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

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

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

If to the City:	City of Celina, Texas 142 North Ohio Street Celina, Texas 75009 Attention: City Manager
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If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402
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Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

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

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

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar

electronic method) and the Trustee in its sole discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a previous or subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.6. Partial Invalidity.

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

Section 15.7. Applicable Laws.

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

Section 15.8. Payment on Business Day.

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

Section 15.9. Counterparts.

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

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action

made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

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

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm

entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor Pro Tem

Attest:

Deputy City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Signature Page of Indenture of Trust
Relating To
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #2 DIRECT IMPROVEMENTS PROJECT)

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

EXHIBIT A(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #2 DIRECT IMPROVEMENTS PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 1, 20____	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing [September 1, 2022] until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the

Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated March 1, 2022 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of March 1, 2022 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Phase #2 Direct Improvements, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) paying a portion of the costs incidental to the administration of the District, and (iv) paying the costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of \$25,000 and any multiple of \$1,000 in excess thereof.

Indenture of Trust

37264767.8/1000353025

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to

the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

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

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

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a Redemption Price equal to the principal amount of the Bonds called for redemption, pursuant to the provisions of the Indenture, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

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

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders

of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

[Mayor][Mayor Pro Tem], City of Celina, Texas

[Deputy City Secretary][Assistant City Secretary], City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto
(print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and
all rights hereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for
registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Bond in every particular and must
be guaranteed in a manner acceptable to the
Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this
Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE"
and "MATURITY DATE" shall both be completed with the expression "As Shown Below,"
and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified
above, the sum of _____ DOLLARS" shall be deleted and the following
will be inserted: "on September 1 in each of the years, in the principal installments and
bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

CERTIFICATION FOR PAYMENT FORM

The undersigned is a lawfully authorized representative for CADG Ownsby Farms, LLC, a Texas limited liability company (the "Developer") and requests payment from the Phase #2 Direct Improvements Account of the Project Fund from U.S. Bank Trust Company, National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Phase #2 Direct Improvements Account related to the Ownsby Farms Public Improvement District:

[insert specific Phase #2 Direct Improvements this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Celina, Texas and the Trustee dated as of March 1, 2022 relating to the "CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT IMPROVEMENTS PROJECT)" (the "Indenture").

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Phase #2 Direct Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Phase #2 Direct Improvements below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Phase #2 Direct Improvements identified below, and such costs are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Indenture and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Phase #2 Direct Improvements identified below (or its completed segment, portion or segment) has been completed and the City has inspected the Phase #2 Direct Improvements.

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Phase #2 Direct Improvements	Total Cost of Phase #2 Direct Improvements	Budgeted Cost of Phase #2 Direct Improvements	Amount to be paid from the Phase #2 Direct Improvements of the Project Fund

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Indenture, after receiving this Payment Request, the City is authorized to inspect the Phase #2 Direct Improvements (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

CADG Ownsby Farms, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Project Fund. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Phase #2 Direct Improvements.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

\$2,845,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT
IMPROVEMENTS PROJECT)

BOND PURCHASE AGREEMENT

February 8, 2022

City of Celina, Texas
 142 N. Ohio Street
 Celina, Texas 76201

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Celina, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$2,845,000 aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds less an Underwriter’s discount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Phase #2 Direct Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated March 1, 2022 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on March 3, 2022 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the “City Council”) on February 8, 2022 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of March 1, 2022, between the City and the Trustee, authorizing the issuance of the Bonds (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the “Assessments”) levied on the assessable parcels within Phase #2 of the Ownsby Farms Public Improvement District (the “District”). The District was established by a resolution enacted by the City Council on June 9, 2015 (the “Creation Resolution”) in accordance with the Act.

An updated Service and Assessment Plan (as so updated, the “Service and Assessment Plan”) which sets forth the costs of the Phase #2 Direct Improvements and the method of payment of the Assessments levied against assessable property located within Phase #2 of the District, was approved pursuant to an assessment ordinance adopted by the City Council on November 10, 2020 (the “Assessment Ordinance” and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the “Authorizing Documents”), and was further updated on February 8, 2022. The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Phase #2 Direct Improvements (as defined in the Indenture) that will benefit Phase #2 of the District, (ii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuing the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof. On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [PLOM DATE], 2022 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the Municipal Securities Rulemaking Board (“MSRB”) Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein

contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Status of Development and Development Plan," "BOOK-ENTRY ONLY SYSTEM," "THE PHASE #2 DIRECT IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #2 Direct Improvements and the Development), "THE ADMINISTRATOR," "APPRAISAL OF PROPERTY WITHIN PHASE #2 OF THE DISTRICT," "LEGAL

MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE – The Developer,” “ – The Developer’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE.” If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

- (i) to enter into:
 - (1) this Agreement;
 - (2) the Indenture;
 - (3) the “Development Agreement” between the City and the Developer, effective as of July 19, 2016, (the “Development Agreement”);
 - (4) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of March 1, 2022 (the “City Continuing Disclosure Agreement”), executed and delivered by the City, MuniCap Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;
 - (5) the Landowner Agreement, dated as of November 10, 2020 executed by the City and the Developer (the “Landowner Agreement”); and

(6) the Ownsby Farms Public Improvement District Phase #2 Direct Improvements Reimbursement Agreement, dated as of November 10, 2020 executed by the City and the Developer (the “Reimbursement Agreement”)

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the City Continuing Disclosure Agreement, (5) the Landowner Agreement, (6) the Reimbursement Agreement, (7) the Limited Offering Memorandum, and (8) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (8) being referred to collectively herein as the “City Documents”).

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the

passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll for Phase #2 (as defined in the Service and Assessment Plan).

According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE — Status of Development,” “BOOK-ENTRY ONLY SYSTEM,” “THE PHASE #2 DIRECT IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS' RISKS” (only as it pertains to the Developer, the Phase #2 Direct Improvements and the Development), “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN PHASE #2 OF THE DISTRICT,” “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE – The Developer,” “ – The Developer’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE.”

(k) Limited Offering Memorandum. At the time of the City’s acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the “end of the underwriting period,” the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided,

however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE — Status of Development,” “BOOK-ENTRY ONLY SYSTEM,” “THE PHASE #2 DIRECT IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phase #2 Direct Improvements and the Development), “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN PHASE #2 OF THE DISTRICT,” “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE – The Developer,” “ – The Developer’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE;” and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the “end of the underwriting period,” the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the

Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 9(e) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Miklos Cinclair, PLLC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Landowner Agreement, the Reimbursement Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of March 1, 2022 executed and delivered by the Developer and MuniCap, Inc. as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. as dissemination agent (the "Continuing Disclosure Agreement of the Developer," and together with the Developer Letter of Representations, the Development Agreement, the Landowner Agreement, and the Reimbursement Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Phase #2 Direct Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not

exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental

opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions “PLAN OF FINANCE — The Bonds,” “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS” (except for the last paragraph under the subcaption “General”), “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Assessment Amounts”), “THE DISTRICT,” “TAX MATTERS,” “LEGAL MATTERS — Legal Proceedings,” “LEGAL MATTERS — Legal Opinions,” “SUITABILITY FOR INVESTMENT,” “CONTINUING DISCLOSURE — The City,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and APPENDIX A and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the Landowner Agreement, the Reimbursement Agreement, the City Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Underwriter's Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State’s Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, counsel to the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Phase #2 attached to the Limited Offering Memorandum as Appendix E.

(p) Letter of Representation of Assessment Consultant and Administrator. Letter of Representation of the Assessment Consultant and Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, counsel to the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Assessment Ordinance, and Landowner Agreement. Evidence that (i) the Assessment Ordinance, including the Assessment Roll for Phase #2 of the District and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, and (ii) the Landowner Agreement have been filed of record in the real property records of Collin County, Texas.

(r) Lender Consent Certificate. Lender Consent Certificate of Chambers Bank and any other lienholder on land in Phase #2 of the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter.

(s) Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(t) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(u) BLOR. A copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the City.

(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, and the opinion of Bond Counsel described in Section 9(a) hereof.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the City as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been

met as of the sale date, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City’s obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City’s financial advisor and legal counsel, the Trustee’s counsel, Bond Counsel, Developer’s Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General’s review fees, (v) the fees and disbursements of accountants, advisers and any other experts

or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 N. Ohio Street, Celina, Texas 76201, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Indemnification. The Underwriter will indemnify and hold harmless the City against any losses, claims, damages or liabilities to which the City may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Limited Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon any untrue statement or alleged untrue statement of material fact, or any omission or alleged omission of any material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission was made in the Limited Offering Memorandum or any such amendment or supplement in reliance upon and in conformity with information under the heading "UNDERWRITING" in the Limited Offering Memorandum, and will reimburse the City for any legal or other expenses reasonably incurred by the City in connection with investigating or defending any such actions or claims as such expenses are incurred.

23. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

24. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Contract is a contract for goods or services, will not boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with

Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

25. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

26. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

27. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a

written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (B) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (C) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

SCHEDULE I

\$2,845,000
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT
IMPROVEMENTS PROJECT)

Interest Accrues From: Date of Delivery

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____% (a), (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____% (a), (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____% (a), (b), (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____% (a), (b), (c)

- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test", and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
- (b) The Bonds maturing on or after September 1, 20__ are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20__, at the price of par plus accrued interest to the date of redemption, as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

\$ _____ Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ _____
September 1, 20__	\$ _____
September 1, 20__†	\$ _____

\$ _____ Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ _____
September 1, 20__	\$ _____
September 1, 20__†	\$ _____

† Final Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$2,845,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT
IMPROVEMENTS PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

February 8, 2022

City of Celina, Texas
 142 N. Ohio Street
 Celina, Texas 76201

FMSbonds, Inc.
 5 Cowboys Way, Suite 300-25
 Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$2,845,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, CADG Ownsby Farms, LLC, a Texas limited liability company (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “THE CITY,” “THE DISTRICT,” “BONDHOLDERS’ RISKS” (except as it pertains to the Developer, the Phase #2 Direct Improvements and the Development, as defined in the Limited Offering Memorandum), “TAX MATTERS,” “LEGAL MATTERS — Litigation — The City,” “CONTINUING DISCLOSURE — The City” and “ — The City’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE.”

3. Developer Documents. The Developer has executed or caused the execution of and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against the Developer in accordance with its terms:

- (a) this Developer Letter of Representations;
- (b) the Development Agreement;
- (c) the Landowner Agreement;
- (d) the Reimbursement Agreement; and
- (e) the Continuing Disclosure Agreement of the Developer.

The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the “Developer Organizational Documents”) to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions “PLAN OF FINANCE — Status of Development,” “THE PHASE #2 DIRECT IMPROVEMENTS” “THE DEVELOPMENT,” “THE DEVELOPER” “CONTINUING DISCLOSURE – The Developer,” and “– The Developer’s Compliance with Prior Undertakings,” and, to the best of the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phase #2 Direct Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” and “SOURCES OF INFORMATION,” (only as it pertains to the Developer) is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which Developer is a party described in the Preliminary Limited Offering Memorandum or the Limited

Offering Memorandum, or under any material documents relating to the financing and construction of the Phase #2 Direct Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by the Developer has occurred and is continuing.

5. Indemnification.

(a) The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions “PLAN OF FINANCE — Status of Development,” “THE PHASE #2 DIRECT IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phase #2 Direct Improvements, and the Development), “LEGAL MATTERS — Litigation – The Developer,” “SOURCES OF INFORMATION” (only as it pertains to the Developer) “CONTINUING DISCLOSURE – The Developer,” and “ – The Developer’s Compliance with Prior Undertakings,” or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with

the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page to follow]

DEVELOPER:

CADG OWNSBY FARMS, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its Manager

APPENDIX B

\$2,845,000

CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT IMPROVEMENTS PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. (“FMS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of the City of Celina, Texas (the “Issuer”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, limited liability company, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is February 8, 2022.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this _____, 2022.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

SCHEDULE A**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES***(Attached)*

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

March 3, 2022

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75218

City of Celina, Attn: City Manager
142 N. Ohio Street
Celina, Texas 76201

\$2,845,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT
IMPROVEMENTS PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the “City”) and are rendering this opinion for limited purposes in connection with the issuance and sale of \$2,845,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [] and enacted by the City Council of the City (the “City Council”) on February 8, 2022 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of March 1, 2022 (the “Indenture”) by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated February 8, 2022 between the City and FMSbonds, Inc. (the “Bond Purchase Agreement”). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the City, and for the purposes of rendering this opinion, we have reviewed the following (the “Reviewed Documents”):

(a) Resolution No. 2015-26R (the “Creation Resolution”), enacted by the City Council on June 9, 2015;

(b) The Phase #2 Assessment Ordinance, adopted by the City Council on November 10, 2020 (the “Assessment Ordinance”);

(c) The Bond Ordinance;

(d) The Indenture;

(e) That certain “Development Agreement” between the City and CADG Ownsby Farms, LLC, a Texas limited liability company (the “Developer”), effective as of July 19, 2016 (the “Development Agreement”);

(f) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of March 1, 2022 (the “Continuing Disclosure Agreement of the Issuer”), executed and delivered by the City, MuniCap Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., (the “Dissemination Agent”);

(g) That certain Landowner Agreement, dated as of November 10, 2020 executed by the City and the Developer (the “Landowner Agreement”); and

(h) That certain Ownsby Farms Public Improvement District Phase #2 Direct Improvements Reimbursement Agreement, dated as of November 10, 2020 executed by the City and the Developer (the “Reimbursement Agreement”).

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on Exhibit A attached to this letter and the exclusions set forth on Exhibit B attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Miklos Cinclair, PLLC, counsel to the Developer (collectively, the “Reliance Materials”). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or

omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words “our knowledge,” “our actual knowledge” and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Phase #2 of the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City’s performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such

Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

4. The performance by the City of the obligations under the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

5. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Reviewed Documents.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the “Limited Offering Memorandum”), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions “ASSESSMENT PROCEDURES — Assessment Methodology” (first paragraph only) and “— Assessment Amounts,” “THE CITY — Background” and “— City Government,” “THE DISTRICT,” “LEGAL MATTERS — Litigation — The City,” “CONTINUING DISCLOSURE — The City” and “— The City's Compliance with Prior Undertakings,” and “APPENDIX A” are a fair and accurate summary of the laws and the documents and facts summarized therein and, (ii) with respect to the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the penultimate sentence of “SOURCES OF INFORMATION — Information Concerning Centurion VP of Entitlements Sean Terry”, based solely on information provided by the Assistant City Manager of the City in December 2020, neither the City Attorney nor the City Manager had been contacted by the Federal Bureau of Investigation.

7. The execution and delivery of the Reviewed Documents and the compliance with the provisions of the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third

parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the “benefit of its bargain” or (C) exceed the amount of any party’s actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor’s rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for

a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

MESSER, FORT & MCDONALD, PLLC

JULIE FORT

ATTORNEY FOR THE CITY

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

EXHIBIT A TO OPINION LETTER**ADDITIONAL ASSUMPTIONS**

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;
6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Developer, the Reviewed Documents are enforceable against the other parties thereto;
7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;
8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and
9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.
10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP Bond Counsel to the City; (ii) Miklos Cinclair, PLLC; and (iii) Winstead PC counsel to the Underwriter.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions specifically do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “**Bond Documents**”):

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state “**Blue Sky**” laws and regulations;
2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing;
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);
14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

APPENDIX D

[LETTERHEAD OF MIKLOS CINCLAIR]

March 3, 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

Messer, Fort & McDonald, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

\$2,845,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT
IMPROVEMENTS PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to CADG Ownsby Farms, LLC, a Texas limited liability company (the “*Developer*”) in connection with the issuance and sale by the City of Celina, Texas (the “*City*”), of \$2,845,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project) (the “*Bonds*”), pursuant to the Indenture of Trust dated as of March 1, 2022 (the “*Indenture*”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Ownsby Farms” (the “*Development*”) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the “*Underwriter*”), pursuant to that certain Bond Purchase Agreement dated February 8, 2022 (the “*Bond Purchase Agreement*”), between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the “*Material Documents*”):

(1) the *Development Agreement* between the City and the Developer, effective as of July 19, 2016;

(2) the *Ownsby Farms Public Improvement District Phase #2 Direct Improvements Reimbursement Agreement* between the Developer and the City, dated November 10, 2020;

(3) the *Landowner Agreement*, dated as of November 10, 2020, executed by the City and the Developer;

(4) the *Continuing Disclosure Agreement of Developer* dated as of March 1, 2022 among the Developer, Municap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent; and

(5) the *Developer Letter of Representations* dated as of February 8, 2022;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the “*Developer Certificate*”);

(c) The Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 relating to the issuance of the Bonds (the “*Preliminary Limited Offering Memorandum*”);

(d) The final Limited Offering Memorandum, dated February 8, 2022, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “*Limited Offering Memorandum*”); and

(e) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing,

in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

2. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

3. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

4. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to the validity or enforceability against it of such Material Documents or the transactions described therein.

5. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

6. The information set forth in the Limited Offering Memorandum under the captions "*PLAN OF FINANCE — Status of Development,*" "*THE PHASE #2 DIRECT*

IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phase #2 Direct Improvements, and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “SOURCES OF INFORMATION” (only as it pertains to the Developer), “CONTINUING DISCLOSURE – The Developer,” and “ – The Developer’s Compliance with Prior Undertakings,” adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer and its lawyers, at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors’ rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,
Miklos Cinclair, PLLC

By: _____
Name: Robert Miklos
Its: Member and Director

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

CADG Ownsby Farms, LLC, a Texas limited liability company (the “Developer”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum and the Bond Purchase Agreement.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$2,845,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 and Limited Offering Memorandum dated February 8, 2022, (together, the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- (a) the Developer Letter of Representations;
- (b) the Development Agreement;
- (c) the Landowner Agreement;
- (d) the Reimbursement Agreement; and
- (e) the Continuing Disclosure Agreement of the Developer.

6. The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE – Status of Development," "THE PHASE #2 DIRECT IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #2 Direct Improvements, and the Development), "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION" (only as it pertains to the Developer), "CONTINUING DISCLOSURE – The Developer," and " – The Developer's Compliance with Prior Undertakings" and certify that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting such Developer and the portion of the Development owned by such Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. The Developer is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Phase #2 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

12. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

13. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: _____, 2022

[Signature page to follow]

DEVELOPER:

CADG OWNSBY FARMS, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its Manager

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

[Signature page of Closing Certificate of Developer]

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES]

March 3, 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, TX 75201-7932

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

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Phase #2 of the Ownsby Farms Public Improvement District (the “District”), does hereby represent the following:

1. On behalf of Integra Realty Resources DFW, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [PLOM DATE], 2022, and the Limited Offering Memorandum for the Bonds, dated on or about February 8, 2022 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information I have provided is the real estate appraisal of the property within Phase #2 of the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN PHASE #2 OF THE DISTRICT — The Appraisal”.

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about March 3, 2022)

which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

By: _____
Its: _____

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

APPENDIX G

[LETTERHEAD OF ASSESSMENT CONSULTANT AND ADMINISTRATOR]

March 3, 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, TX 75201-7932

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

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. (“MuniCap”, consultant in connection with the creation by the City of Celina, Texas (the “City”), of the Ownsby Farms Public Improvement District (the “District”), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 (the “Preliminary Limited Offering Memorandum”), and the final Limited Offering Memorandum, dated on or about February 8, 2022 (together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memorandum”), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES — Assessment Methodology” and “— Assessment Amounts,” “OVERLAPPING TAXES AND DEBT,” and “THE ADMINISTRATOR,” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the use of the name of our firm in

the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about March 3, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #2 DIRECT IMPROVEMENTS PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of March 1, 2022 (this “Disclosure Agreement”) is executed and delivered by and between the City of Celina, Texas (the “Issuer”), MuniCap, Inc., (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of March 1, 2022, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Additional Obligations” shall have the meaning assigned to such term in the Indenture.

“Administrative Expenses” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

“Affiliate” shall have the meaning assigned to such term in Section 22 of this Disclosure Agreement.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall have the meaning assigned to such term in the Indenture.

“Assessment” shall have the meaning assigned to the term “Assessments” in the Indenture.

“Assessed Property” shall mean, collectively, all Assessed Parcels.

“Audited Financial Statements” shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

“Authorized Improvements” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

“Developer” shall mean CADG Ownsby Farms, LLC, a Texas limited liability company, and its designated successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of March 1, 2022 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Ownsby Farms Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the calendar year from October 1 through September 30.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Phase #2” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have meaning assigned to such term in the Indenture.

“Trustee” shall mean U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2022, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB (i) not later than six (6) months after the end of the Issuer’s Fiscal Year, its Annual Financial Information and (ii) not later than twelve (12) months after the end of the Issuer’s Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by

which the Issuer otherwise would be required to provide the Annual Financial Information or Audited Financial Statements, as applicable, pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing or incorporating by reference the information set forth in Section 4 hereof;

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which such financial information or financial statements shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information.* Within six (6) months after the end of each Fiscal Year, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Phase #2 of the District from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Phase #2 of the District.

(v) The aggregate taxable assessed valuation for parcels or lots within Phase #2 of the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within Phase #2 of the District, such SAP Update shall include the following:

(A) the number of new homes completed in Phase #2 of the District during such Fiscal Year; and

(B) the aggregate number of new homes completed within Phase #2 of the District since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2022.

(vii) Listing of any property or property owners in Phase #2 of the District representing more than five percent (5%) of the levy of the Assessments, the amount of the levy of the Assessments against such landowners, and the percentage of such of the Assessments relative to the entire levy of the Assessments, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Assessments within Phase #2 of the District for the past five Fiscal Years, in the following format:

Collection and Delinquency History of Phase #2 Assessments

Collected in Fiscal Year	Assessment	Parcels	Delinquent Amount	Delinquent Percentage	Delinquent Amount	Delinquent Percentage	Total Assessments
<u>Ending 9/30</u>	<u>Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected⁽¹⁾</u>
20__	\$			—	—		\$
20__	\$			—	—		\$

⁽¹⁾ Collected as of ____, 20__. Includes \$____ attributable to Prepayments.

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) which are currently subject to foreclosure proceedings which have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Phase #2 of the District if the assessed property represents more than one percent (1%) of the total amount of Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements.* Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc., as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Phase #2 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Additional Obligations will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting “Notice to MSRB of Failure to File.”

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer

to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Audited Financial Statements or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Audited Financial Statements or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Phase #2, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Phase #2, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC

PERFORMANCE. THE DISSEMINATION AGENT OR THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessments Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component

of the Annual Installments collected from the property owners in Phase #2, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator, each respectively, and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the

company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator, each respectively, understands ‘affiliate’ to mean an entity that controls, is

controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[Signature pages follow.]

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
Assistant City Manager

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

EXHIBIT A**NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]**

Name of Issuer: City of Celina, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms
 Public Improvement District Phase #2 Direct Improvements
 Project)
 Date of Delivery: _____, 20____
 CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Financial Information] [Audited Financial Statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of March 1, 2022, between the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
 Hilltop Securities Inc.,
 on behalf of the City of Celina, Texas
 (solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #2 DIRECT IMPROVEMENTS PROJECT)**

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
 Address: _____
 City: _____
 Telephone: _____
 Contact Person: _____

Section 4(a)(i)(A)**BONDS OUTSTANDING**

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)**INVESTMENTS**

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(A)**ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE****ASSETS**

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)(A)**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR****Debt Service Requirements on the Bonds**

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
---	------------------	-----------------	--------------

Top Phase #2 Assessment Payers⁽¹⁾

<u>Property Owner</u>	<u>No. of</u> <u>Parcels/Lots</u>	<u>Percentage of</u> <u>Parcels/Lots</u>	<u>Outstanding</u> <u>Assessments</u>	<u>Percentage of</u> <u>Total</u> <u>Assessments</u>
-----------------------	--------------------------------------	---	--	--

⁽¹⁾ Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the Phase #2 of the District

The [YEAR] certified total assessed value for the land in the Phase #2 of the District is approximately \$[AMOUNT] according to the Denton Central Appraisal District.

Section 4(a)(ii)(B)**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR****Foreclosure History Related to the Assessments**

<u>Time Period</u>	<u>Parcels in Foreclosure Proceedings</u>	<u>Delinquent Phase #2 Assessment Amount in Foreclosure Proceedings</u>	<u>Foreclosure Sales</u>	<u>Foreclosure Proceeds Received</u>
[FISCAL YEAR END]		\$		\$
[FEB. 1 OF CURRENT YEAR] ⁽¹⁾		\$		\$

⁽¹⁾ As of February 1, 20__.**Collection and Delinquency History of Assessments**

<u>Time Period</u>	<u>Total Phase #2 Assessment Levied</u>	<u>Parcels Levied⁽¹⁾</u>	<u>Delinquent Amount as of 2/1</u>	<u>Delinquent % as of 2/1</u>	<u>Delinquent Amount as of 8/1</u>	<u>Delinquent % as of 8/1</u>	<u>Total Assessments Collected⁽²⁾</u>
[FISCAL YEAR END]	\$		\$	%	\$	%	\$
[FEB. 1. OF CURRENT YEAR] ⁽³⁾	\$		\$	%	N/A	N/A	\$

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

⁽³⁾ Collected as of February 1, 20__.

History of Prepayment of Assessments

<u>Time Period</u>	<u>Number of Prepayments</u>	<u>Amount of Prepayments</u>	<u>Bond Call Date</u>	<u>Amount of Bonds Redeemed</u>
[FISCAL YEAR END]		\$		\$
[FEB. 1 OF CURRENT YEAR] ⁽¹⁾		\$		\$

⁽¹⁾ As of February 1, 20__.**ITEMS REQUIRED BY SECTION 4(a)(iii) - (vi)**

[Insert a line item for each applicable listing]

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

EXHIBIT C

**BASIC EXPECTED TIMELINE FOR ASSESSMENT
COLLECTIONS AND PURSUIT OF DELINQUENCIES¹**

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

April 1

59/60

such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

At this point, if total delinquencies are under 5% and if there is adequate funding for September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.**

If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.

July 1

152/153

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures.

Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.

Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and

if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

August 15

197/198

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Special Assessments.

EXHIBIT D
SERVICE AND ASSESSMENT PLAN

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

UPDATED SERVICE AND ASSESSMENT PLAN

January 17, 2017

As updated for Phase #2 on November 10, 2020 and
February 8, 2022

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT

UPDATED SERVICE AND ASSESSMENT PLAN

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APPENDIX G - PHASE #2 MAJOR IMPROVEMENT ASSESSMENT ROLL

APPENDIX H - PHASE #2 DIRECT IMPROVEMENT ASSESSMENT ROLL

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On June 9, 2015, the City Council of the City of Celina, Texas passed and approved Resolution No. 2015-26R approving and authorizing the creation of the Ownsby Farms Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately two phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on the property in each phase for the public improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Ownsby Farms Public Improvement District Updated Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code.” Additionally, the PID act requires that “the governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included in this Service and Assessment Plan. The Assessments as shown on the Assessment Rolls are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

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

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Rolls attached hereto as Appendix F and Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, (iii) the prepayment reserve described in Section V.F. of this Service and Assessment Plan, and (iv) the delinquency reserve described in Section V.H. of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately, as applicable, the Phase #1 Assessment Roll included in this SAP as Appendix F, the Phase #2 Major Improvements Assessment Roll included in this SAP as Appendix G, the Phase #2 Direct Improvements Assessment Roll included in this SAP as Appendix H or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this SAP and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the Actual Costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued for financing the Authorized Improvements, including the Phase #1 Bonds, the Phase #2 Major Improvement Bonds and the Phase #2 Direct Improvement Bonds, in one or more series and secured in whole or in part by the Assessment Revenues.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“City Major Improvements” means the additional public improvements to be constructed as part of the agreement between the City and the Developer under the Development Agreement as discussed in Section III.A.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in Section V.G. of this Service and Assessment Plan.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means CADG Ownsby Farms, LLC, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain Development Agreement relating to the PID executed by and between the Developer and the City effective July 19, 2016, as the same may be amended from time to time.

“Equivalent Units” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

“Homebuyer Disclosure” means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the Homebuyer Disclosure for the PID is attached as Appendix E hereto.

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowners’ Association Special Assessment Allocation” means 1% of the total Assessment that will be reallocated to cover the benefit received by the Homeowner’s Association from the

Authorized Improvements benefitting the Homeowner Association Property once the Homeowner Association is created within the PID.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Collin County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council and shown in Appendix D.

“Major Improvements” means the Authorized Improvements that will benefit all Assessed Property in the PID as described in Section III.A.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

“Other Major Improvements” means the Major Improvements other than City Major Improvements as described in Section III.A.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Collin County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phase #1” means the initial Phase to be developed within the PID, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown on the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phase #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean the certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project) that are secured by Phase #1 Assessment Revenues.

“Phase #1 Improvements” mean the Authorized Improvements which only benefit Phase #1 Assessed Property and the portion of the Major Improvements required to be constructed for the development allocable to Phase #1 as described in Section III.B.

“Phase #1 Reimbursement Agreement” means that certain Ownsby Farms Public Improvement District Phase #1 Reimbursement Agreement, dated January 17, 2017, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Phase #1 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #1 Improvements funded by the Developer with interest as permitted by the PID Act.

“Phase #2” means the second Phase to be developed within the PID, identified as “Phase #2” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

“Phase #2 Assessed Property” means all Parcels within Phase #2 other than Non-Benefited Property and shown on the Phase #2 Major Improvements Assessment Roll and the Phase #2 Direct Improvements Assessment Roll against which an Assessment relating to the Phase #2 Major Improvements, and the Phase #2 Direct Improvements, respectively, is levied.

“Phase #2 Assessment Revenues” means, collectively, the Phase #2 Major Improvements Assessment Revenues and the Phase #2 Direct Improvements Assessment Revenues.

“Phase #2 Direct Improvement Bonds” mean the certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project) that are secured by Phase #2 Direct Improvement Assessment Revenues.

“Phase #2 Direct Improvements Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Direct Improvements.

“Phase #2 Direct Improvements” mean the Authorized Improvements which only benefit Phase #2 Assessed Property as described in Section III.D.

“Phase #2 Direct Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of applicable Bonds or in connection with any Annual Service Plan Update.

“Phase #2 Improvements” means, collectively, the Phase #2 Direct Improvements and the Phase #2 Major Improvements.

“Phase #2 Major Improvement Bonds” mean the certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project) that are secured by Phase #2 Major Improvements Assessment Revenues.

“Phase #2 Major Improvements” mean the portion of the Major Improvements required to be constructed for the development allocable to Phase #2 as described in Section III.B.

“Phase #2 Major Improvements Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Major Improvements.

“Phase #2 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #2 Reimbursement Agreement” means that certain Ownsby Farms Public Improvement District Phase #2 Reimbursement Agreement, dated November 10, 2020, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Phase #2 Direct Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #2 Direct Improvements funded by the Developer with interest as permitted by the PID Act.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels, other than Non-Benefited Property, located within the respective Phase.

“PID” has the meaning set forth in Section I.A. of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“Planned Development District” means the zoning classification established as PD – Planned Development District #39 pursuant to Ordinance No 2015-14 adopted by the City Council designating the zoning and development standards.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Prepayment Reserve” has the meaning set forth in Section V.F. of this Service and Assessment Plan.

“Public Property” means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“TIRZ No. 7” means the Tax Increment Reinvestment Zone No. 7, City of Celina, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI.A and Section VI.B. of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to certain public improvements as provided for in the Tax Increment Reinvestment Zone No. Seven Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 7 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.A. of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 113.5 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 373 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (373) and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development - Updated

Proposed Development Type	Quantity	Measurement
Single Family Residential – 60 Feet	110	units
Single Family Residential – 50 Feet	263	units
Total	373	units

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 72.85 acres and consists of 205 single family residential units as further described in Section III. A map of the property within Phase #1 and Phase #2 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 40.7 acres and is projected to consist of approximately 168 residential units. This Service and Assessment Plan is being updated to add additional details of Phase #2 in connection with the issuance of Phase #2 Direct Improvements Bonds for Phase #2. A map of the projected property within each Phase is shown in Appendix A.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

The City has determined that the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D and Section III.E. Any change to the list of Authorized Improvements, will require the approval of the City.

B. DESCRIPTIONS OF COSTS OF MAJOR IMPROVEMENTS

The Major Improvements are the Authorized Improvements that benefit all Assessed Property in the PID. The Major Improvements include public improvements constructed as part of the agreement between the Developer and the City under the Development Agreement, and other Major Improvements required for the PID. The Major Improvements include roadway improvements, water distribution system improvements, sanitary sewer collection system improvements, and storm drainage collection system improvements.

Roadway improvements

The road improvements part of the Major Improvements includes construction of perimeter road and thoroughfare improvements, including related paving, turn lanes, curbs, gutters, sidewalks, signage, and traffic control devices. The road improvements include approximately 3,000 linear feet of 7" thick concrete pavement for John Campbell Trail (400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 2,600 linear feet of 37' undivided pavement section within a 60' ROW), 1,400 linear feet of 7" thick concrete pavement for Josephine Boulevard (37' undivided pavement section within a 60' ROW), 2,250 linear feet of 7" thick concrete pavement for Ownsby Parkway (1,400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 950 linear feet of 37' undivided pavement section within a 60' ROW) and will provide street access to the PID as well as access to community roadways and state highways. All roadway projects have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Water distribution system improvements

The water distribution system improvements part of the Major Improvements consists of construction approximately 2,550 linear feet of 18" watermain and 600 linear feet of 12" watermain and installation of water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection. These water distribution system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer improvements part of the Major Improvements consists of construction approximately 3,650 linear feet of 12" sanitary sewer main connects into a regional 21" sewer main at Josephine Boulevard and the creek and run north through Josephine Boulevard, east through Ownsby Parkway, and continues north along Preston Road to connect into the existing Carter Ranch sewer system and installation of service lines, manholes, encasements and appurtenances. The sanitary sewer collection system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Strom drainage collection system improvements

The storm drainage collection system improvements part of the Major Improvements consists of construction approximately 18" – 36" reinforced concrete pipes, 6'x4', 7'x4', and 7'x5' reinforced concrete boxes, and 8 – 10'x8' multi-reinforced box culverts to server John Campbell Trail, 18" – 42" reinforced concrete pipes and 8 – 10'x4' multi-reinforced box culverts to server Josephine Boulevard, 18" reinforced concrete pipe and 2 – 6'x4' multi-reinforced box culverts to server Ownsby Parkway. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Table III-A below shows the Actual Costs of the Major Improvements that have been constructed. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

Table III-A
Authorized Improvements - Major Improvements
Actual Costs

Description	Phase #1	Phase #2	Total
<i><u>City Major Improvements</u></i>			
Roadway improvements	\$378,519	\$308,355	\$686,874
Water improvements	\$28,623	\$23,317	\$51,940
Sanitary sewer improvements	\$166,976	\$136,025	\$303,001
Storm drainage improvements	\$13,248	\$10,793	\$24,041
Other soft costs	\$173,303	\$134,726	\$308,029
<i>Subtotal - City Major Improvements</i>	<i>\$760,669</i>	<i>\$613,216</i>	<i>\$1,373,885</i>
<i><u>Other Major Improvements</u></i>			
Roadway improvements	\$916,300	\$746,450	\$1,662,750
Water improvements	\$25,732	\$20,962	\$46,694
Sanitary sewer improvements	\$2,447	\$1,993	\$4,440
Storm drainage improvements	\$32,074	\$26,128	\$58,202
Other soft costs	\$264,187	\$216,459	\$480,646
<i>Subtotal - Other Major Improvements</i>	<i>\$1,240,740</i>	<i>\$1,011,992</i>	<i>\$2,252,732</i>
Total	\$2,001,409	\$1,625,208	\$3,626,617

Note: The Major Improvements related to Phase #1 and Phase #2 are categorized based on the projected timing of construction.

C. DESCRIPTIONS OF COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements are the Authorized Improvements that benefit the Phase #1 Assessed Property. The descriptions of the Phase #1 Improvements are presented below, and the Actual Costs of the Phase #1 Improvements are shown in Table III-B.

Roadway improvements

The roadway improvements within Phase #1 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements include approximately 15,000 linear feet of local collectors (6" thick 31' wide concrete section) within a 50' ROW and will provide street access to each lot within Phase #1 as well as access to community roadways and state highways. All roadway projects have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Water distribution system improvements

The water distribution system improvements within Phase #1 consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #1 Assessed Property. The water distribution system improvements includes approximately 11,700 linear feet of 8" waterline with all appurtenances and will extend water service to the boundaries of Phase #1 and to all lots within Phase #1. The water distribution system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer collection system improvements within Phase #1 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements include approximately 12,050 linear feet of sanitary sewer with all appurtenances and will extend wastewater service to the boundaries of Phase #1 and to all lots within Phase #1. The sanitary sewer improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Additional details of the Phase #1 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The Actual Costs shown in Tables III-B may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Phase #1 Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

Table III-B
Authorized Improvements - Phase #1 Improvements
Actual Costs

Description	Total
Roadway improvements	\$3,296,087
Water improvements	\$513,972
Sanitary sewer improvements	\$632,843
Storm drainage improvements	\$0
Other soft costs	\$805,820
<i>Subtotal - Phase #1 Improvements</i>	<i>\$5,248,722</i>
Major Improvements allocated to Phase #1	\$2,001,409
Total Phase #1 Improvement Costs	\$7,250,132

Additionally, the Developer has constructed certain improvements within the PID including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the “Private Costs”) to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

D. DESCRIPTIONS OF ESTIMATED COSTS OF PHASE #2 DIRECT IMPROVEMENTS

The Phase #2 Direct Improvements are the Authorized Improvements that will benefit the Phase #2 Assessed Property. The descriptions of the Phase #2 Direct Improvements are presented below and the Actual Costs of the Phase #2 Direct Improvements are shown in Table III-C.

Roadway improvements

The roadway improvements within Phase #2 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Water distribution system improvements

The water distribution system improvements within Phase #2 consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #2 Assessed Property. The water distribution system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer collection system improvements within Phase #2 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #2 Assessed Property. The sanitary sewer improvements have

been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Storm drainage collection system improvements

The storm drainage collection system improvements within Phase #2 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide storm drainage collection service to the Phase #2 Assessed Property. The sanitary sewer improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Additional details of the Phase #2 Direct Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The Actual Costs shown in Table III-C may be revised in Annual Service Plan Updates. Cost saving related to each the Phase #2 Direct Improvements may be applied only to increases in costs of the Phase #2 Direct Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Phase #2 Direct Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item.

Table III-C
Authorized Improvements - Phase #2
Actual Costs

Description	Total
Roadway improvements	\$2,185,836
Water improvements	\$833,217
Sanitary sewer improvements	\$718,538
Storm drainage improvements	\$1,732,529
Other soft costs	\$826,046
<i>Subtotal - Phase #2 Direct Improvements</i>	<i>\$6,296,166</i>
Major Improvements allocated to Phase #2	\$1,625,208
Total Phase #2 Direct and Major Improvement Costs	\$7,921,374

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. The Phase #1 Improvements and Phase #2 Major Improvements were completed and accepted by the City in April 2018. The Phase #2 Direct Improvements were completed and accepted by the City in [REDACTED] 2021.

The Actual Costs for the Phase #1 Improvements plus costs related to the issuance of the Phase #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID are \$8,643,002 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The Actual Costs of the Phase #2 Direct Improvements and the Phase #2 Major Improvements plus costs related to the issuance of the Phase #2 Major Improvement Bonds and Phase #2 Direct Improvement Bonds and payment of expenses incurred in the establishment, administration and operation of the PID are \$9,039,498 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A summarizes the sources and uses of funds required to construct the Phase #1 Improvements financed with the proceeds from the Phase #1 Bonds and Phase #1 Reimbursement Agreement, including Actual Costs related to establishing the PID and issuing the Phase #1 Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

Table IV-B summarizes the updated sources and uses of funds required to construct the Phase #2 Major Improvements and Phase #2 Direct Improvements financed with the Phase #2 Major Improvement Bonds and the Phase #2 Direct Improvement Bonds, including costs related to establishing the PID and issuing the Phase #2 Major Improvement Bonds and Phase #2 Direct Improvement Bonds. The sources and uses of funds shown in Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The Phase #1 Bonds have been issued to finance a portion of the Phase #1 Improvements, including costs to issue the Phase #1 Bonds, as shown in Table IV-A. The Phase #1 Bonds were used to construct or acquire a portion of the Phase #1 Improvements. A portion of the remaining costs of Phase #1 Improvements have been financed through the Phase #1 Reimbursement Agreement. A second series of Bonds (“Phase #1B Bonds”) may, subject to the approval of the

City Council and compliance with the applicable provisions in the Trust Indenture relating to the Phase #1 Bonds, be issued in the future; and, to the extent provided by law, the proceeds from the Phase #1B Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #1 Reimbursement Agreement and to pay any unpaid Actual Costs of Phase #1 Improvements required to be paid under the Phase #1 Reimbursement Agreement t.

The Phase #2 Major Improvement Bonds have been issued to finance a portion of the Phase #2 Major Improvements, including costs to issue the Phase #2 Major Improvement Bonds. The Phase #2 Direct Improvement Bonds are being issued to finance and/or reimburse the developer for the Phase #2 Direct Improvements, including costs to issue the Phase #2 Direct Improvement Bonds, as shown in Table IV-B.

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Table IV-A
Sources and Uses – Phase #1

Sources of Funds	Phase #1 Bonds	Other Improvements (Non-PID)	Total Amounts
Phase #1 Bonds	\$4,465,000	\$0	\$4,465,000
Phase #1 Reimbursement Agreement	\$1,256,000	\$0	\$1,256,000
Other funding sources	\$2,922,002	\$0	\$2,922,002
<i>Total Sources for Phase #1 Improvements</i>	<i>\$8,643,002</i>	<i>\$0</i>	<i>\$8,643,002</i>
Private Improvements	\$0	\$6,080,223	\$6,080,223
Total Sources	\$8,643,002	\$6,080,223	\$14,723,225
Uses of Funds			
Phase #1 Improvements	\$5,220,970	\$0	\$5,220,970
Major Improvements ¹	\$760,669	\$0	\$760,669
Other Major Improvements	\$1,240,740	\$0	\$1,240,740
Private Improvements			
City debt issuance fee	\$0	\$241,800	\$241,800
Non-BQ fee	\$0	\$162,857	\$162,857
Development Agreement fees	\$173,779	\$0	\$173,779
Other private improvements	\$0	\$5,665,566	\$5,665,566
<i>Subtotal Private Improvements</i>	<i>\$173,779</i>	<i>\$6,070,223</i>	<i>\$6,244,002</i>
Costs of issuance			
Capitalized interest	\$425,742	\$0	\$425,742
Reserve fund	\$348,456	\$0	\$348,456
Ag exemption foreclosure reserve	\$0	\$10,000	\$10,000
PID establishment and costs of issuance	\$318,844	\$0	\$318,844
Underwriter's discount	\$153,802	\$0	\$153,802
<i>Subtotal Cost of Issuance</i>	<i>\$1,246,844</i>	<i>\$10,000</i>	<i>\$1,256,844</i>
Total Uses	\$8,643,002	\$6,080,223	\$14,723,225

1 - The Major Improvements funded with Phase #1 Bonds include a portion of the Major Improvements related to Phase #1 shown in Table III-A. The balance of the Major Improvements related to Phase #2 are being funded with Phase #2 Major Improvement Bonds.

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Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

Table IV-B.
Sources and Uses – Phase #2 - Updated

Sources of Funds	Phase #2 Major Improvement Bonds	Phase #2 Direct Improvement Bonds	Total Amounts
Phase #2 Major Improvement Bonds	\$1,765,000	\$0	\$1,765,000
Phase #2 Direct Improvement Bonds	\$0	\$2,845,000	\$2,845,000
Other funding sources	\$464,253	\$3,965,245	\$4,429,498
Total Sources	\$2,229,253	\$6,810,245	\$9,039,498
Uses of Funds			
Phase #2 Direct Improvements ¹	\$0	\$6,296,166	\$6,296,166
Major Improvements ²	\$613,216	\$0	\$613,216
Other Major Improvements	\$1,011,992	\$0	\$1,011,992
Private Improvements			
City debt issuance fee	\$0	\$0	\$0
Non-BQ fee	\$0	\$0	\$0
Development Agreement fees	\$72,542	\$0	\$72,542
Other private improvements	\$0	\$0	\$0
<i>Subtotal Private Improvements</i>	<i>\$72,542</i>	<i>\$0</i>	<i>\$72,542</i>
Costs of issuance			
Capitalized interest	\$171,469	\$0	\$171,469
Reserve fund	\$142,794	\$222,179	\$364,973
Ag exemption foreclosure reserve	\$0	\$0	\$0
PID establishment and costs of issuance	\$156,442	\$200,000	\$356,442
Underwriter's discount	\$60,798	\$91,900	\$152,698
<i>Subtotal Cost of Issuance</i>	<i>\$531,503</i>	<i>\$514,079</i>	<i>\$1,045,582</i>
Total Uses	\$2,229,253	\$6,810,245	\$9,039,498

1 - The Phase #2 Direct Improvements are being funded with Phase #2 Direct Improvement Bonds and other funding sources (Developer contributions). See Table III-B for details.

2 - The Major Improvements were funded with Phase #2 Major Improvement Bonds.

As described in Sections V.I. and VI.A., the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID assessments related to Phase #1 Improvements and Phase #2 Major Improvements.

The total equivalent Phase #1 Bond par amount to be repaid with the TIRZ Annual Credit Amounts (the "TIRZ Credit Funded Portion") is projected to be \$1,850,912 as calculated based on the projected TIRZ Annual Credit Amounts anticipated to be used for offsetting the Annual Installments to be collected from the Phase #1 Assessed Property. The balance of the Phase #1 Bonds to be repaid with the net Annual Installments (the "Net Assessment Funded Portion") is calculated to be \$2,614,088 (i.e. \$4,465,000 - \$1,850,912 = \$2,614,088). Accordingly, the Phase #1 Bonds are allocated between the TIRZ Credit Funded Portion, and the Net Assessment Funded Portion as shown in Table IV-C.

Table IV-C.1
Estimated Sources and Uses
Phase #1 Bonds – TIRZ Credit Funded Portion

Sources of Funds	TIRZ Credit Funded Portion	Net Assessment Funded Portion	Total
Bond par amounts	\$1,850,912	\$2,614,088	\$4,465,000
Total Sources	\$1,850,912	\$2,614,088	\$4,465,000
Uses of Funds			
Authorized Improvements	\$1,328,286	\$1,875,970	\$3,204,256
Estimated bond issuance costs	\$522,626	\$738,118	\$1,260,744
Total Uses	\$1,850,912	\$2,614,088	\$4,465,000

The total equivalent Phase #2 Major Improvement Bond par amount to be repaid with the TIRZ Annual Credit Amounts is projected to be \$_____ as calculated based on the projected TIRZ Annual Credit Amounts anticipated to be used for offsetting the Annual Installments to be collected from the Phase #2 Assessed Property. The balance of the Phase #2 Major Improvement Bonds to be repaid with the net Annual Installments is calculated to be \$_____ (i.e. \$1,765,000 - \$_____ = \$_____). Accordingly, the Phase #2 Major Improvement Bonds are allocated between the TIRZ Credit Funded Portion, and the Net Assessment Funded Portion as shown in Table IV-C.2.

Table IV-C
Estimated Sources and Uses
Phase #2 Major Improvement Bonds – TIRZ Credit Funded Portion

Sources of Funds	TIRZ Credit Funded Portion	Net Assessment Funded Portion	Total
Bond par amounts			\$1,765,000
Total Sources			\$1,765,000
Uses of Funds			
Authorized Improvements			\$1,233,497
Estimated bond issuance costs			\$531,503
Total Uses			\$1,765,000

The City reserves the right to issue additional parity bonds secured by the Phase #1 Assessment Revenues to finance (or refinance) a portion of Phase #1 Improvements not paid with proceeds of the Phase #1 Bonds. The issuance of such additional bonds will be subject to the conditions and provisions set forth in with Section 13.2 and other applicable provisions in the Trust Indenture for the Phase #1 Bonds. The Bonds may also, subject to the approval of the City Council, be refunded pursuant to the refunding provisions of the Trust Indenture relating to the Bonds. If the debt service on the Bonds is reduced as the result of an economic refunding of those Bonds, then there would be a corresponding reduction in both TIRZ Annual Credit Amounts, if applicable, and the Annual Installments (i.e., Annual Installments shall be permanently reduced by the same amount

the TIRZ Annual Credit Amounts are reduced) which will result in a permanent reduction in the Assessments.

B. FIVE -YEAR SERVICE AND ASSESSMENT PLAN

The Phase #1 annual projected costs and annual projected indebtedness is shown in Table IV-B. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-D
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Assessment Year Ending	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected Annual Installments – Phase #1 Bonds
2021 & Prior	\$8,643,002	\$5,721,000	\$2,922,002	\$1,570,336
2022	\$0	\$0	\$0	\$472,459
2023	\$0	\$0	\$0	\$472,371
2024	\$0	\$0	\$0	\$471,984
2025	\$0	\$0	\$0	\$471,299
2026	\$0	\$0	\$0	\$475,314
2027	\$0	\$0	\$0	\$478,756
Total	\$8,643,002	\$5,721,000	\$2,922,002	\$4,412,518

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Improvements shown in Table III-B, the costs associated with creating the PID and costs of issuing the Phase #1 Bonds, including reserves shown in Table IV-A, and costs related to the Phase #1 Reimbursement Agreement. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available. This Table IV-D will be updated each year as part of the Annual Service Plan Updates.

The Phase #2 annual projected costs and annual projected indebtedness is shown in Table IV-B. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-E
Annual Projected Costs and Annual Projected Indebtedness – Phase #2

Assessment Year Ending	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected Annual Installments – Phase #2 Major Improvement Bonds	Projected Annual Installments – Phase #2 Direct Improvement Bonds
2021 & Prior	\$8,525,419	\$4,610,000	\$3,915,419	\$517,059	\$0
2022	\$514,079	\$0	\$514,079	\$178,066	\$196,776
2023	\$0	\$0	\$0	\$181,741	\$192,460
2024	\$0	\$0	\$0	\$180,098	\$191,180
2025	\$0	\$0	\$0	\$178,469	\$194,911
2026	\$0	\$0	\$0	\$181,853	\$193,427
2027	\$0	\$0	\$0	\$184,920	\$186,954
Total	\$9,039,498	\$4,610,000	\$4,429,498	\$1,602,206	\$1,155,708

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Phase #2 Major Improvements and Phase #2 Direct Improvements shown in Table III-B, the costs associated with creating the PID and costs of issuing the Phase #2 Major Improvement Bonds and Phase #2 Direct Improvement Bonds, including reserves shown in Table IV-B. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available. This Table IV-E will be updated each year as part of the Annual Service Plan Updates.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program anticipates a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds, subsequent financings have and may be issued over the upcoming years as the subsequent phase(s) of the development are gradually constructed.

The purpose of this anticipated gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Phased PID Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Phased PID Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien (“VtL”) ratio within the financing program. In order to maintain a prudent VtL, the initial issuance of Bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt burden at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements may be reimbursed by a subsequent parity lien bond financing and /or a reimbursement agreement, such as the Phase #1 Reimbursement Agreement. For example, the Phase #1 Bonds issued to finance a portion of the Phase #1 Improvements may, subject to the initial bond issuance requirements in the Development Agreement and approval by the City Council, may be followed by a second parity lien issuance of Phased PID Bonds to finance Actual Costs of Phase #1 Improvements not financed by the Phase #1 Bonds.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Phase #1 Improvement costs are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
6. The Phase #2 Major Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.
7. The Phase #2 Direct Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the Phase #1 Assessed Property and Phase #2 Assessed Property as a result of the Phase #1 Improvements, Phase #2 Direct Improvements, and the Major Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phase #2 Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit within Phase #1 of the Phase #1 Improvements to Phase #1 Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Phase #1 Assessed Property similarly benefited and reallocates the special benefit within Phase #2 of the Phase #2 Major Improvements and the Phase #2 Direct Improvements to Phase #2 Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Phase #2 Assessed Property similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A and IV-B are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Each owner of the Assessed Property have ratified, confirmed, accepted, agreed to and approved; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Authorized Improvement Costs through the PID has been determined by the City Council to be beneficial to the City and the PID.

As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be beneficial; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the Actual Costs of the Phase #1 Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property resulting from the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Appendix D shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

2. *Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the Actual Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property resulting from the Phase #2 Direct Improvements and Phase #2 Major Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as

determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Appendix D shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

D. ASSESSMENTS

The Assessments for Phase #1 have been levied on each Parcel according to the Phase #1 Assessment Roll, attached hereto as Appendix F. The Annual Installments for the Phase #1 Bonds will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for Phase #2 Major Improvements have been levied on each Parcel according to the Phase #2 Major Improvement Assessment Roll, attached hereto as Appendix G. The Annual Installments for the Phase #2 Major Improvement Bonds will be collected at the time and in the amounts shown on the Phase #2 Major Improvement Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for Phase #2 Direct Improvements have been levied on each Parcel according to the Phase #2 Direct Improvement Assessment Roll, attached hereto as Appendix H. The Annual Installments for the Phase #2 Direct Improvement Bonds and Phase #2 Major Improvement Bonds will be collected at the time and in the amounts shown on the Phase #2 Direct Improvement Assessment Roll and Phase #2 Major Improvement Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

F. PREPAYMENT RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with up to 0.20% of the interest rate component of the Annual

Installments allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% of the interest rate component of the Annual Installments allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in Section V.H. below. In connection with the Phase #2 Direct Improvements Bond, the prepayment reserve and the delinquency reserve described in Section V.H. below will be combined into one fund as described in the respective Trust Indenture.

G. AG EXEMPTION FORECLOSURE RESERVE

A reserve in the amount of \$10,000 (the “Ag Exemption Foreclosure Reserve”) was established and fully funded by the Developer at the time of levying the Assessments on the Phase #1 Assessed Property for the Phase #1 Major Improvements. Such amount shall be used for the payment of costs of foreclosure proceedings, if any, related to the changes in the agricultural exemption status of the Assessed Property.

H. DELINQUENCY RESERVE

The City has allocated up to 0.30% of the additional interest rate component of the Annual Installments to offset any possible delinquent payments. This additional reserve shall be funded up to 4% of the outstanding Bonds, but in no event will the annual collection, together with the prepayment reserve, total more than 0.50% of the outstanding Bonds. Once the delinquency reserve is funded in full, the City may allocate up to 0.50% of the additional interest rate component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council. In connection with the Phase #2 Direct Improvements Bond, the prepayment reserve and the delinquency reserve described in Section V.H. above will be combined into one fund as described in the respective Trust Indenture.

I. TIRZ ANNUAL CREDIT AMOUNT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel’s PID assessments relating to Phase #1 Improvements and Phase #2 Major Improvements. The Annual Installment for each Parcel within Phase #1 shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 7 tax increment fund. The Annual Installment for each Parcel within Phase #2 shall be calculated by taking into consideration any TIRZ Annual Credit Amount related to the Phase #2 Major Improvements applicable to the Parcel then on deposit in the TIRZ No. 7 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A. of this Service and Assessment Plan.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #1

The Assessments, and Annual Installments thereof, for each Parcel of Phase #1 Assessed Property is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for Phase #1 Assessed Property shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds, (ii) principal and interest required by the Phase #1 Reimbursement Agreement, (iii) to fund the prepayment reserve described in Section V, (iv) delinquency reserve described in Section V, and (v) to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel related to Phase #1 Improvements. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described in Section V.I., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2

The Assessments, and Annual Installments thereof, for each Parcel of Phase #2 Assessed Property is shown on the Phase #2 Major Improvement Assessment Roll, attached as Appendix G and the Phase #2 Direct Improvement Assessment Roll, attached as Appendix H and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for Phase #2 Assessed Property shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Major Improvement Bonds and Phase #2 Direct Improvement Bonds, (ii) to fund the prepayment reserve described in Section V, (iii) delinquency reserve described in Section V, and (iv) to cover Administrative Expenses. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel related to Phase #2 Major Improvements. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described in Section V.I., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

The Assessments shall not exceed the benefit received by the Assessed Property.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior

to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If after all Authorized Improvements to be funded with a series of Bonds have been completed and a portion of the Bonds have been redeemed using the TIRZ Annual Credit Amounts or other funds available to the City, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the remaining outstanding amount(s) of the Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.
3. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel as provided in the applicable Trust Indenture (i) in an amount that represents the Authorized Improvements provided for each

Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 8.99 percent per annum. The Phase #1 Assessment Roll sets forth

for each year the Annual Installment for each Parcel based on interest rates of 5.75% and 6.125% for the Term 2032 and Term 2046 Phase #1 Bonds, respectively, (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve) and an interest rate of 5.5% for the Phase #1 Reimbursement Agreement. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll.

The Phase #2 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rate of 6.125% for the Phase #2 Major Improvement Bonds (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments for the Phase #2 Major Improvements may not exceed the amounts shown on the Phase #2 Major Improvement Assessment Roll.

The Phase #2 Direct Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of █% for the Phase #2 Direct Improvement Bonds. Furthermore, the Annual Installments for the Phase #2 Direct Improvements may not exceed the amounts shown on the Phase #2 Direct Improvement Assessment Roll.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council

may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment for the Phase #2 Direct Assessments, including the interest on the unpaid amount of an Assessment, shall begin at the earlier of (i) September 1st following the first anniversary of recording of the final plat for Phase #2 (ii) Bonds issued for Phase #2 Direct Improvements, or (iii) September 1, 2022, and be assessed annually thereafter. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Phase #2 Direct Annual Installments. Collection of the Phase #2 Direct Assessments commenced with the issuance of the Phase #2 Direct Improvement Bonds.

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VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property was assessed for the special benefits conferred upon such property as a result of the Phase #1 Improvements. Table IV-A summarizes the \$8,643,002 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #1 Bonds. The total amount of Phase #1 Bonds and Phase #1 Reimbursement Agreement is \$5,721,000 which is not more than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$5,721,000 plus annual Administrative Expenses, the additional interest for Prepayment Reserve and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix F.

B. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property was assessed for the special benefits conferred upon such property as a result of the Phase #2 Major Improvements and Phase #2 Direct Improvements. Table IV-B summarizes the \$9,039,498 in special benefit received by Phase #2 Assessed Property from the Phase #2 Major Improvements, Phase #2 Direct Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #2 Major Improvement Bonds and Phase #2 Direct Improvement Bonds. The total amount of Phase #2 Major Improvement Bonds and Phase #2 Direct Improvement Bonds is \$4,610,000 ($\$1,765,000 + \$2,845,000 = \$4,610,000$) which is less than the benefit received by Phase #2 Assessed Property from the Phase #2 Major Improvements and Phase #2 Direct Improvements, and as such the total Assessment for all Assessed Property within Phase #2 is \$4,610,000 plus annual Administrative Expenses, the additional interest for Prepayment Reserve and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #2 Major Improvement Assessment Roll and the Phase #2 Direct Improvement Assessment Roll are attached hereto as Appendix G and Appendix H, respectively.

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll, the Phase #2 Major Improvement Assessment Roll and Phase #2 Direct Improvement Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Phase #1 Assessed Property and Phase #2 Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Phase #1 Assessed Property and Phase #2 Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Phase #1 Assessment, Phase #2 Major Improvement Assessment and Phase #2 Direct Improvement Assessment, if any, as

provided by Section VI.F. of this Service and Assessment Plan. The Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Bonds, if any, and any obligations owed pursuant to a reimbursement agreement. Failure to perform an annual update shall not affect the then current assessment rate, which shall remain in place until updated.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments, Prepayment Costs and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Administrative Expenses, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture; such interpretations and determinations shall be conclusive.

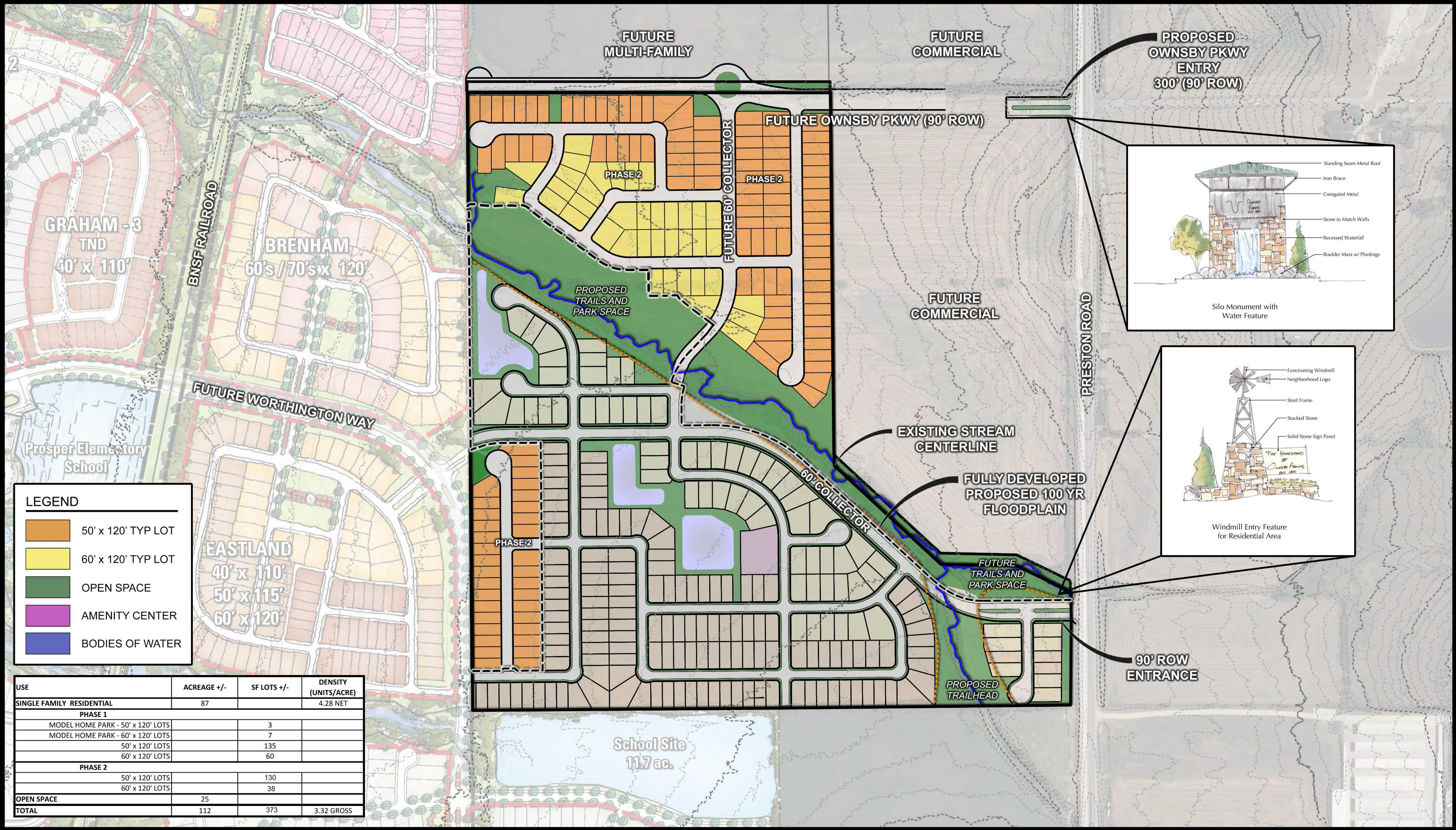
E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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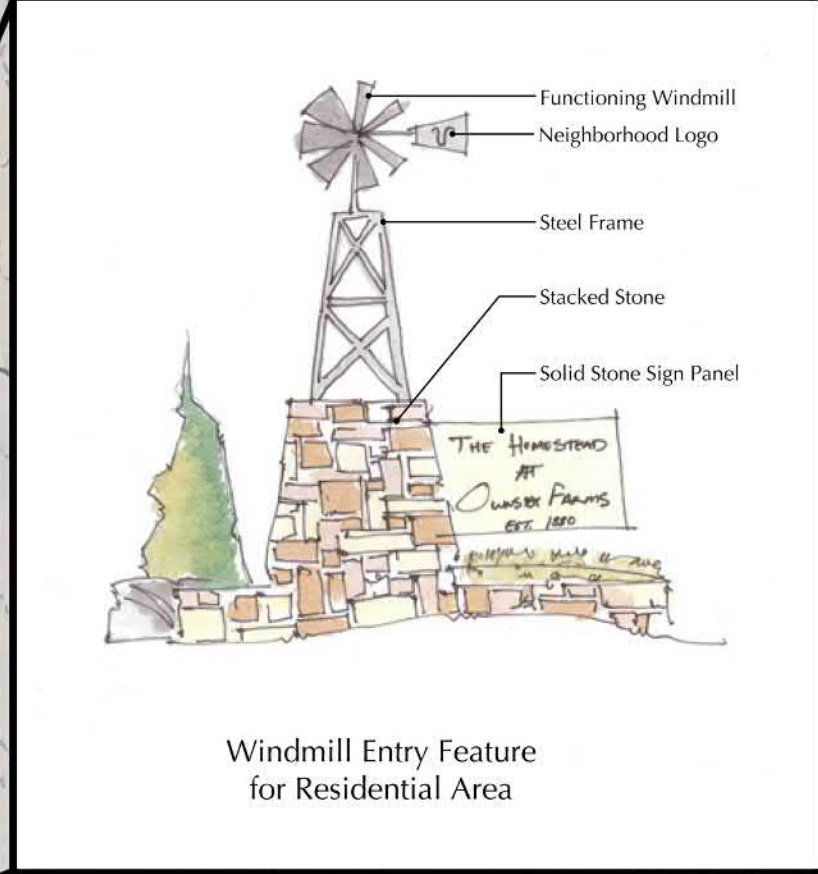
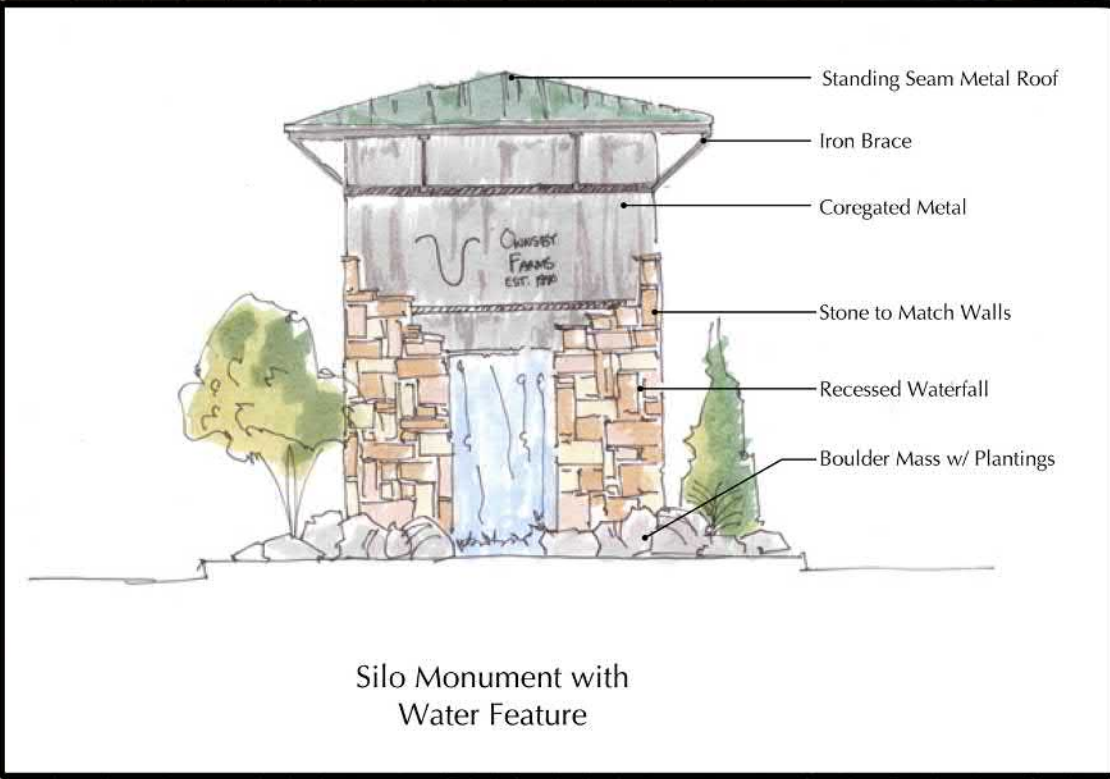
APPENDIX A
PID MAP



LEGEND

- 50' x 120' TYP LOT
- 60' x 120' TYP LOT
- OPEN SPACE
- AMENITY CENTER
- BODIES OF WATER

USE	ACREAGE +/-	SF LOTS +/-	DENSITY (UNITS/ACRE)
SINGLE FAMILY RESIDENTIAL	87		4.28 NET
PHASE 1			
MODEL HOME PARK - 50' x 120' LOTS		3	
MODEL HOME PARK - 60' x 120' LOTS		7	
50' x 120' LOTS		135	
60' x 120' LOTS		60	
PHASE 2			
50' x 120' LOTS		130	
60' x 120' LOTS		38	
OPEN SPACE	25		
TOTAL	112	373	3.32 GROSS



APPENDIX B
AUTHORIZED IMPROVEMENTS COSTS

Owensby Farms PID
Estimated Authorized Improvement Costs - All Phases
(For information and future reference purposes only)

Description	Phase Direct Costs - PID	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Owensby Parkway (Turnlane) - Phase 1 Offsite	\$0	\$81,367	\$0	\$81,367	\$0	\$81,367
Owensby Parkway (90' ROW) - Phase 1 Offsite	\$0	\$284,069	\$0	\$284,069	\$0	\$284,069
Owensby Parkway (90' ROW) - Phase 2 Onsite	\$0	\$188,408	\$0	\$188,408	\$0	\$188,408
Owensby Parkway (90' ROW) - Phase 2 Offsite	\$0	\$74,418	\$74,417	\$148,835	\$0	\$148,835
Owensby Parkway (Roundabout) - Phase 2 Onsite	\$0	\$104,232	\$104,232	\$208,464	\$0	\$208,464
Owensby Parkway (60' ROW) - Phase 2 Onsite	\$0	\$1,092,359	\$0	\$1,092,359	\$0	\$1,092,359
John Campbell Trail (Turnlane) - Phase 1 Offsite	\$72,073	\$0	\$0	\$0	\$0	\$72,073
John Campbell Trail - Phase 1 Onsite	\$0	\$311,532	\$1,609,580	\$1,921,112	\$0	\$1,921,112
Josephine Blvd - Phase 1 Onsite	\$0	\$10,218	\$52,858	\$63,076	\$0	\$63,076
Josephine Blvd - Phase 2 Onsite	\$0	\$144,432	\$746,232	\$890,664	\$0	\$890,664
Paving - Phase 1 Onsite	\$3,224,014	\$0	\$0	\$0	\$0	\$3,224,014
Paving - Phase 2 Onsite	\$2,206,826	\$0	\$0	\$0	\$0	\$2,206,826
Paving Drainage Easements	\$72,239	\$80,187	\$90,556	\$170,743	\$0	\$242,982
Paving Drainage Soft Costs	\$990,525	\$412,388	\$465,716	\$878,104	\$0	\$1,868,629
Paving Drainage Contingency	\$220,683	\$229,104	\$258,731	\$487,835	\$0	\$708,518
12" Sanitary Sewer - Phase 1 Offsite	\$0	\$245,477	\$0	\$245,477	\$0	\$245,477
12" Sanitary Sewer - Phase 1 Onsite	\$0	\$57,512	\$2,723	\$60,235	\$0	\$60,235
8" Sanitary Sewer - Phase 1 Onsite	\$573,299	\$0	\$0	\$0	\$0	\$573,299
8" Sanitary Sewer - Phase 2 Onsite	\$312,894	\$0	\$0	\$0	\$0	\$312,894
18" Water - Phase 1 Onsite	\$0	\$39,927	\$46,704	\$86,631	\$0	\$86,631
18" Water - Phase 2 Onsite	\$0	\$53,190	\$62,216	\$115,406	\$0	\$115,406
12" Water - Phase 2 Offsite	\$0	\$7,388	\$0	\$7,388	\$0	\$7,388
12" Water - Phase 2 Onsite	\$0	\$7,583	\$19,425	\$27,008	\$0	\$27,008
8" Water - Phase 1 Onsite	\$453,216	\$0	\$0	\$0	\$0	\$453,216
8" Water - Phase 2 Onsite	\$324,976	\$0	\$0	\$0	\$0	\$324,976
Water Sewer Easement Costs	\$22,325	\$14,388	\$4,587	\$18,975	\$0	\$41,300
Water Sewer Soft Costs	\$299,590	\$73,994	\$23,592	\$97,586	\$0	\$397,176
Water Sewer Contingency	\$63,787	\$41,108	\$13,107	\$54,215	\$0	\$118,002
SE Sector Sewer Cost Share	\$108,051	\$0	\$0	\$0	\$0	\$108,051
Light Farms Oversizing Cost Share	\$110,250	\$0	\$0	\$0	\$0	\$110,250
Bond Issuance Savings (Park Donation)	\$0	\$0	\$0	\$0	\$241,800	\$241,800
Flood Study	\$0	\$0	\$0	\$0	\$35,000	\$35,000
SWPPP	\$0	\$0	\$0	\$0	\$9,000	\$9,000
Final Platting Fee	\$0	\$0	\$0	\$0	\$5,880	\$5,880
Engineering Review	\$0	\$0	\$0	\$0	\$15,000	\$15,000
Waters of the US Assessment	\$0	\$0	\$0	\$0	\$4,000	\$4,000
Geotechnical Testing	\$0	\$0	\$0	\$0	\$191,360	\$191,360
Common Area Landscape/Hardscape	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
Amenity Costs	\$0	\$0	\$0	\$0	\$1,800,000	\$1,800,000
BQ Fees	\$0	\$0	\$0	\$0	\$45,000	\$45,000
Thoroughfare and Park Fees	\$0	\$0	\$0	\$0	\$1,105,326	\$1,105,326
Total	\$9,054,748	\$3,553,281	\$3,574,675	\$7,127,956	\$5,952,366	\$22,135,070

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Owensby Farms PID
Estimated Authorized Improvement Costs - Phase #1

Description	Phase Direct Costs - PID	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Owensby Parkway (Turnlane) - Phase 1 Offsite	\$0	\$81,367	\$0	\$81,367	\$0	\$81,367
Owensby Parkway (90' ROW) - Phase 1 Offsite	\$0	\$284,069	\$0	\$284,069	\$0	\$284,069
Owensby Parkway (90' ROW) - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (90' ROW) - Phase 2 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (Roundabout) - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (60' ROW) - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
John Campbell Trail (Turnlane) - Phase 1 Offsite	\$72,073	\$0	\$0	\$0	\$0	\$72,073
John Campbell Trail - Phase 1 Onsite	\$0	\$311,220	\$1,609,892	\$1,921,112	\$0	\$1,921,112
Josephine Blvd - Phase 1 Onsite	\$0	\$10,218	\$52,858	\$63,076	\$0	\$63,076
Josephine Blvd - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Paving - Phase 1 Onsite	\$3,224,014	\$0	\$0	\$0	\$0	\$3,224,014
Paving - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Paving Drainage Easements	\$0	\$24,041	\$58,202	\$82,243	\$0	\$82,243
Paving Drainage Soft Costs	\$593,296	\$123,637	\$299,295	\$422,932	\$0	\$1,016,228
Paving Drainage Contingency	\$0	\$68,687	\$166,275	\$234,962	\$0	\$234,962
12" Sanitary Sewer - Phase 1 Offsite	\$0	\$245,477	\$0	\$245,477	\$0	\$245,477
12" Sanitary Sewer - Phase 1 Onsite	\$0	\$57,524	\$2,711	\$60,235	\$0	\$60,235
8" Sanitary Sewer - Phase 1 Onsite	\$573,299	\$0	\$0	\$0	\$0	\$573,299
8" Sanitary Sewer - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
18" Water - Phase 1 Onsite	\$0	\$39,937	\$46,694	\$86,631	\$0	\$86,631
18" Water - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
12" Water - Phase 2 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
12" Water - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
8" Water - Phase 1 Onsite	\$453,216	\$0	\$0	\$0	\$0	\$453,216
8" Water - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Water Sewer Easement Costs	\$0	\$12,003	\$1,729	\$13,732	\$0	\$13,732
Water Sewer Soft Costs	\$184,773	\$61,729	\$8,893	\$70,622	\$0	\$255,394
Water Sewer Contingency	\$0	\$34,294	\$4,941	\$39,234	\$0	\$39,234
SE Sector Sewer Cost Share	\$59,544	\$0	\$0	\$0	\$0	\$59,544
Light Farms Oversizing Cost Share	\$60,756	\$0	\$0	\$0	\$0	\$60,756
Bond Issuance Savings (Park Donation)	\$0	\$0	\$0	\$0	\$241,800	\$241,800
Flood Study	\$0	\$0	\$0	\$0	\$35,000	\$35,000
SWPPP	\$0	\$0	\$0	\$0	\$9,000	\$9,000
Final Platting Fee	\$0	\$0	\$0	\$0	\$5,880	\$5,880
Engineering Review	\$0	\$0	\$0	\$0	\$15,000	\$15,000
Waters of the US Assessment	\$0	\$0	\$0	\$0	\$4,000	\$4,000
Geotechnical Testing	\$0	\$0	\$0	\$0	\$191,360	\$191,360
Common Area Landscape/Hardscape	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
Amenity Costs	\$0	\$0	\$0	\$0	\$1,800,000	\$1,800,000
BQ Fees	\$0	\$0	\$0	\$0	\$45,000	\$45,000
Thoroughfare and Park Fees	\$0	\$0	\$0	\$0	\$1,105,326	\$1,105,326
Total	\$5,220,970	\$1,354,202	\$2,251,490	\$3,605,692	\$5,952,366	\$14,779,029

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

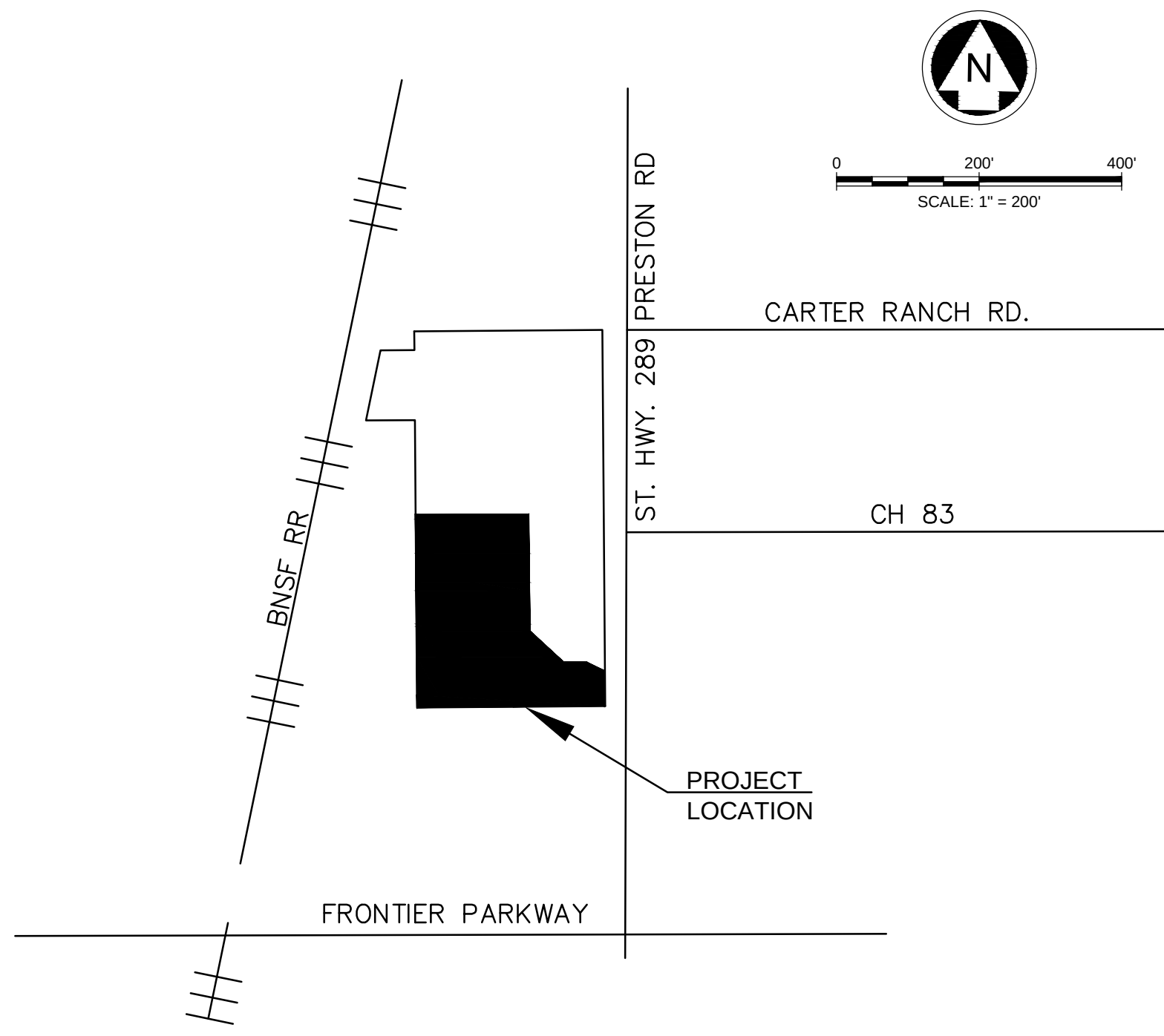
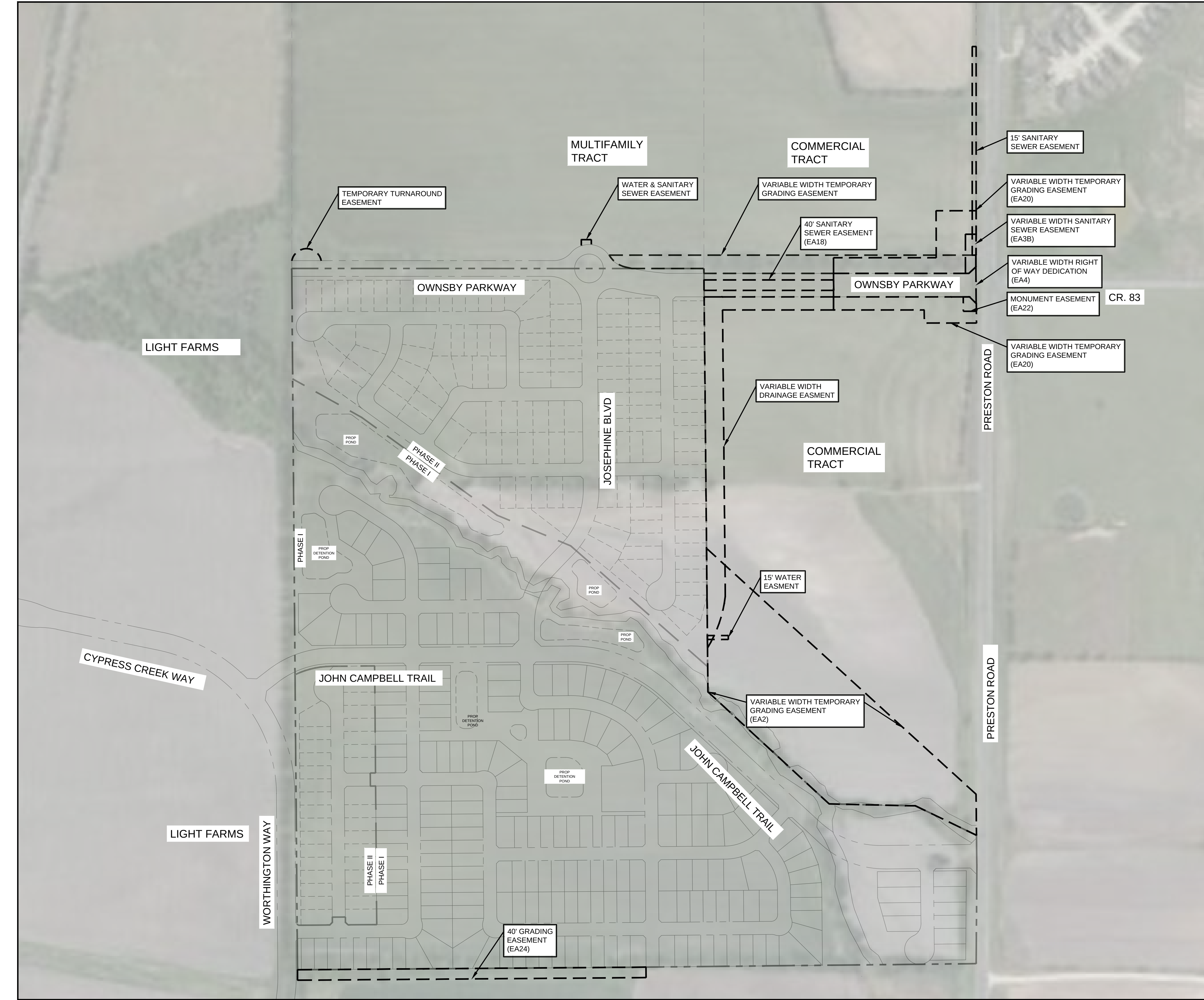
Owensby Farms PID
Estimated Authorized Improvement Costs - Phase #2
(For information and future reference purposes only)

Description	Phase Direct Costs - PID (for illustration only)	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Owensby Parkway (Turnlane) - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (90' ROW) - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (90' ROW) - Phase 2 Onsite	\$0	\$188,408	\$0	\$188,408	\$0	\$188,408
Owensby Parkway (90' ROW) - Phase 2 Offsite	\$0	\$74,418	\$74,417	\$148,835	\$0	\$148,835
Owensby Parkway (Roundabout) - Phase 2 Onsite	\$0	\$104,232	\$104,232	\$208,464	\$0	\$208,464
Owensby Parkway (60' ROW) - Phase 2 Onsite	\$0	\$1,092,359	\$0	\$1,092,359	\$0	\$1,092,359
John Campbell Trail (Turnlane) - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
John Campbell Trail - Phase 1 Onsite	\$0	\$312	-\$312	\$0	\$0	\$0
Josephine Blvd - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Josephine Blvd - Phase 2 Onsite	\$0	\$144,432	\$746,232	\$890,664	\$0	\$890,664
Paving - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Paving - Phase 2 Onsite	\$2,206,826	\$0	\$0	\$0	\$0	\$2,206,826
Paving Drainage Easements	\$72,239	\$56,146	\$32,354	\$88,500	\$0	\$160,739
Paving Drainage Soft Costs	\$397,229	\$288,751	\$166,421	\$455,172	\$0	\$852,401
Paving Drainage Contingency	\$220,683	\$160,417	\$92,456	\$252,873	\$0	\$473,556
12" Sanitary Sewer - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
12" Sanitary Sewer - Phase 1 Onsite	\$0	-\$12	\$12	\$0	\$0	\$0
8" Sanitary Sewer - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
8" Sanitary Sewer - Phase 2 Onsite	\$312,894	\$0	\$0	\$0	\$0	\$312,894
18" Water - Phase 1 Onsite	\$0	-\$10	\$10	\$0	\$0	\$0
18" Water - Phase 2 Onsite	\$0	\$53,190	\$62,216	\$115,406	\$0	\$115,406
12" Water - Phase 2 Offsite	\$0	\$7,388	\$0	\$7,388	\$0	\$7,388
12" Water - Phase 2 Onsite	\$0	\$7,583	\$19,425	\$27,008	\$0	\$27,008
8" Water - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
8" Water - Phase 2 Onsite	\$324,976	\$0	\$0	\$0	\$0	\$324,976
Water Sewer Easement Costs	\$22,325	\$2,385	\$2,858	\$5,243	\$0	\$27,568
Water Sewer Soft Costs	\$114,817	\$12,265	\$14,699	\$26,964	\$0	\$141,781
Water Sewer Contingency	\$63,787	\$6,814	\$8,166	\$14,980	\$0	\$78,767
SE Sector Sewer Cost Share	\$48,507	\$0	\$0	\$0	\$0	\$48,507
Light Farms Oversizing Cost Share	\$49,494	\$0	\$0	\$0	\$0	\$49,494
Bond Issuance Savings (Park Donation)	\$0	\$0	\$0	\$0	\$0	\$0
Flood Study	\$0	\$0	\$0	\$0	\$0	\$0
SWPPP	\$0	\$0	\$0	\$0	\$0	\$0
Final Platting Fee	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Review	\$0	\$0	\$0	\$0	\$0	\$0
Waters of the US Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Geotechnical Testing	\$0	\$0	\$0	\$0	\$0	\$0
Common Area Landscape/Hardscape	\$0	\$0	\$0	\$0	\$0	\$0
Amenity Costs	\$0	\$0	\$0	\$0	\$0	\$0
BQ Fees	\$0	\$0	\$0	\$0	\$0	\$0
Thoroughfare and Park Fees	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$3,833,778	\$2,199,079	\$1,323,185	\$3,522,264	\$0	\$7,356,041

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

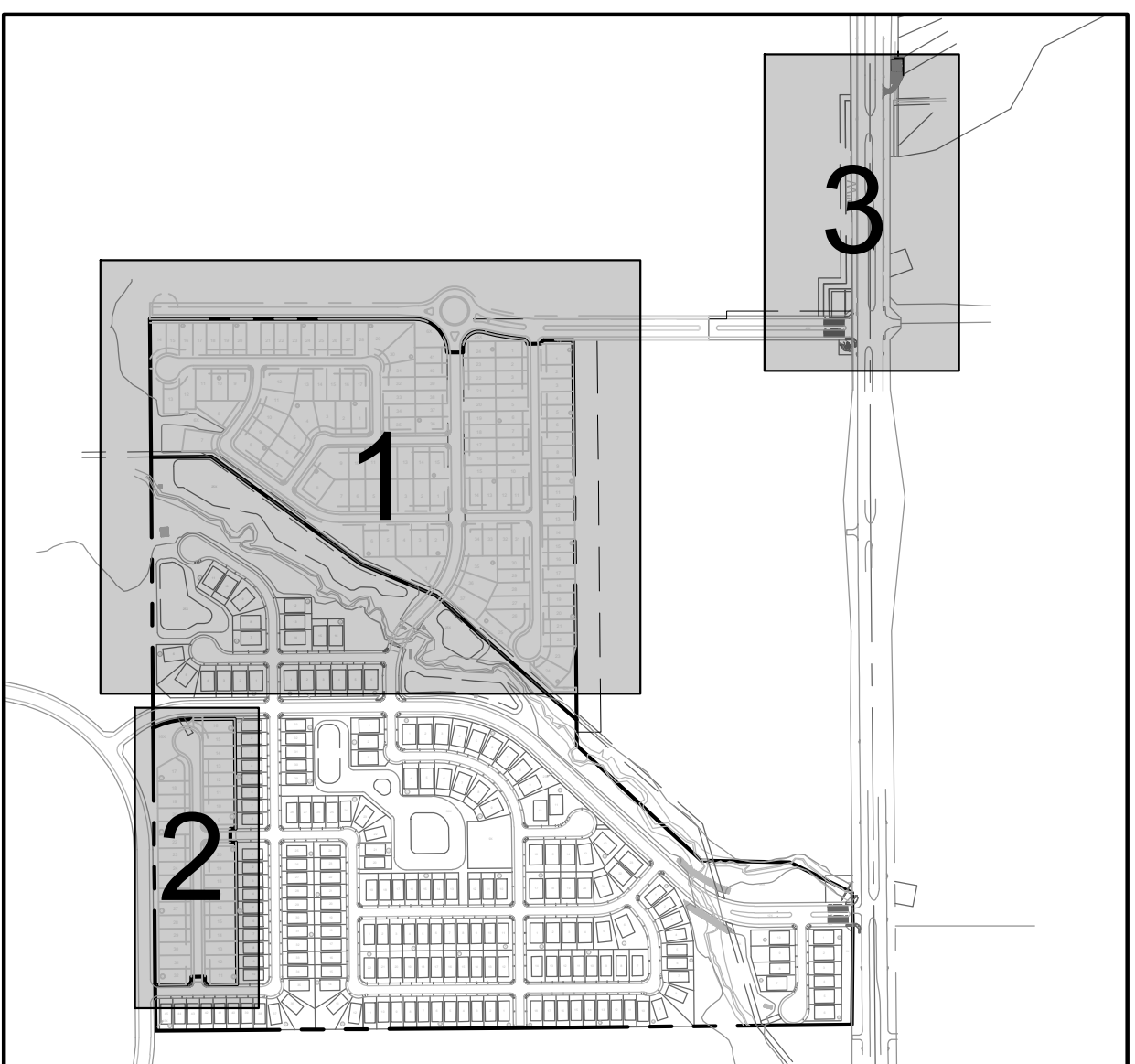
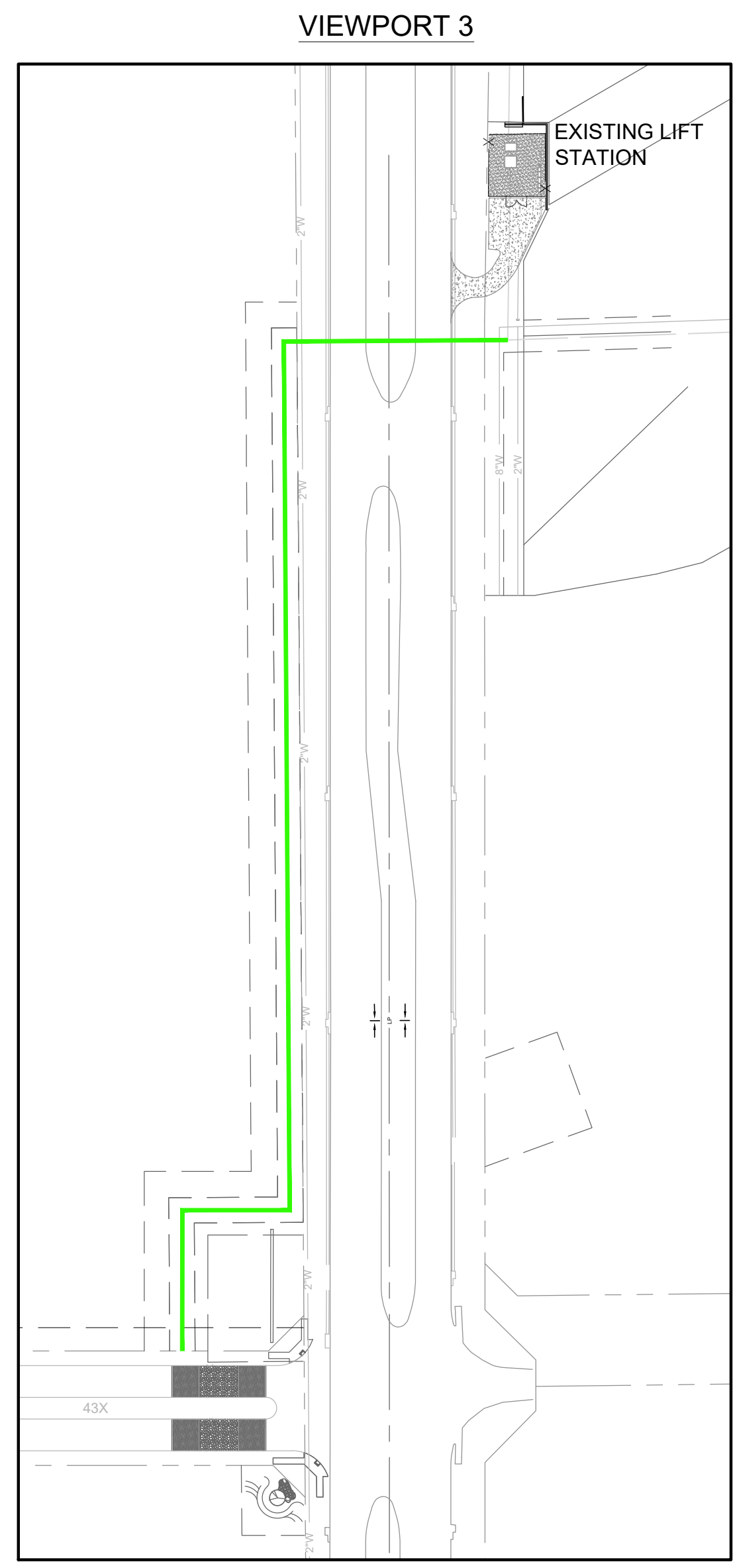
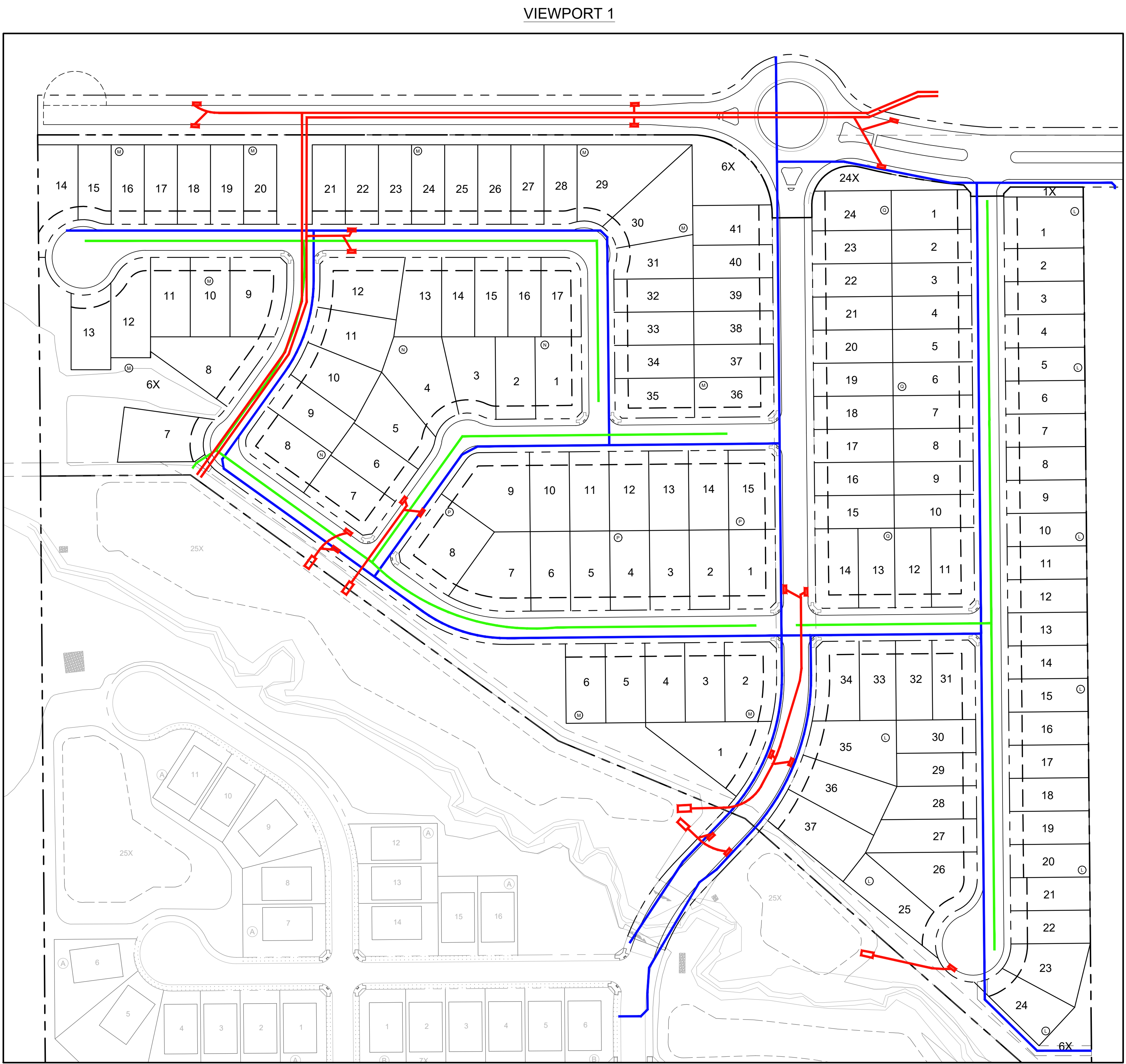
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User: J:\0306CEN14007_Ownsby_Farms\CV\Phase 1\Exhibit E\TIF\Exhibit E\0306CEN14007_Exhibit E - Off Site Easements.dwg
Last Saved: 5/20/2016 12:04 PM
Plot Date/Time: 5/20/2016 12:06 PM



The Homestead at Ownsby Farms
Exhibit E
Depiction and Description of Off-Site Easements
Celina, TX
May 2016



10875 JOHN W. ELLIOTT DR.
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
TX FIRM NO 12207



KEY MAP
N.T.S.

- LEGEND
- WATER
 - SEWER
 - STORM

APPENDIX D
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS

APPENDIX D

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two Lot Types.

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being lots typically with approximately 7,200 square feet size and a lot width of 60 feet, which may be referred to as such in the Planned Development District.

“**Lot Type 2**” means lots identified as such on the Assessment Roll, being lots typically with approximately 6,000 square feet size and a lot width of 50 feet, which may be referred to as such in the Planned Development District.

A) Proposed Development

Table D-1 shows the proposed residential units to be developed within the PID.

Table D-1
Proposed Development within the PID

Lot Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	110	units
Lot Type 2	50 Ft Lots	263	units
Total		373	units

Table D-2 below shows the proposed residential Lot Types within Phase #1.

Table D-2
Proposed Development – Phase #1

Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	67	units
Lot Type 2	50 Ft Lots	138	units
Total		205	units

Table D-3 below shows the proposed residential Lot Types within Phase #2.

Table D-3
Proposed Development – Phase #2

Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	43	units
Lot Type 2	50 Ft Lots	125	units
Total		168	units

B) Calculation of Equivalent Units

As explained under Section V.C, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phase #1 Bonds and the Phase #1 Reimbursement Agreement shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units, and the Actual Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements to be financed with the Phases #2 Direct Improvements Bonds and Phase #2 Major Improvement Bonds, respectively, shall be allocated to the Phases #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft Lot)	\$375,000	1.00 per dwelling unit
Lot Type 2 (50 Ft Lot)	\$312,500	0.83 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table D-5
Equivalent Unit Factors – Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	67	1.00	67.00
Lot Type 2 (50 Ft Lot)	138	0.83	115.00
Total Equivalent Units	205		182.00

The total estimated Equivalent Units for Phase #2 are shown in Table D-6 as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #2.

Table D-6
Equivalent Unit Factors – Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	43	1.00	43.00
Lot Type 2 (50 Ft Lot)	125	0.83	104.17
Total Equivalent Units	168		147.17

C) Allocation of Assessments to Lot Types in Phase #1

The total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$5,721,000. As shown in Table D-5, there are a total of 205 residential units representing a total of 182.00 estimated Equivalent Units for the residential development in Phase #1, resulting in an Assessment per Equivalent Unit of \$31,434.07.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$31,434.07 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$31,434.07 (i.e. $\$31,434.07 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$26,195.05 (i.e. $\$31,434.07 \times 0.83$). Table D-7 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Table D-7
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
60 Ft Lot	67	\$31,434.07	1.00	\$31,434.07 per dwelling unit	\$2,106,082
50 Ft Lot	138	\$31,434.07	0.83	\$26,195.05 per dwelling unit	\$3,614,918
Total	205				\$5,721,000

The projected leverage calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table D-8.

Table D-8
Projected Leverage – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lot	67	\$25,000	\$72,000	\$375,000	\$31,434	0.80	2.29	11.93
50 Ft Lot	138	\$20,000	\$60,000	\$312,500	\$26,195	0.76	2.29	11.93
Total	205							

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table D-9.

Table D-9
Estimated Tax Rate Equivalent per unit – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lot	67	\$25,000	\$72,000	\$375,000	\$2,626	\$10.50	\$3.65	\$0.70
50 Ft Lot	138	\$20,000	\$60,000	\$312,500	\$2,188	\$10.94	\$3.65	\$0.70
Total	205							

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Phase #2 Major Improvement Assessments to Lot Types in Phase #2

The total amount of the Phase #2 Major Improvement Bonds, which represents the Phase #2 Major Improvement Assessment to be allocated on all Parcels within Phase #2, is \$1,765,000. As shown in Table D-6, there are a total of 168 residential units representing a total of 147.17 estimated Equivalent Units for the residential development in Phase #2, resulting in a Phase #2 Major Improvement Assessment per Equivalent Unit of \$11,993.20.

The Phase #2 Major Improvement Assessment per dwelling unit or acre is calculated as the product of (i) \$11,993.20 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$11,993.20 (i.e. \$11,993.20 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$9,994.34 (i.e. \$11,993.20 ×

0.83). Table D-10 sets forth the Phase #2 Major Improvement Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table D-10
Assessment Per Unit – Phase #2 Major Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
60 Ft Lot	43	\$11,993.20	1.00	\$11,993.20 per dwelling unit	\$515,708
50 Ft Lot	125	\$11,993.20	0.83	\$9,994.34 per dwelling unit	\$1,249,292
Total	168				\$1,765,000

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table D-11.

Table D-11
Projected Leverage – Phase #2 Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lot	43	\$78,000	\$375,000	\$11,993	6.50	31.27
50 Ft Lot	125	\$65,000	\$325,000	\$9,994	6.50	32.52
Total	168					

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table D-12.

Table D-12
Estimated Tax Rate Equivalent per unit – Phase #2 Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lot	43	\$78,000	\$375,000	\$1,225	\$1.57	\$0.33
50 Ft Lot	125	\$65,000	\$325,000	\$1,021	\$1.57	\$0.31
Total	168					

The Phase #2 Major Improvement Assessment and the related Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix G, and

no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

E) Allocation of Phase #2 Direct Improvement Assessments to Lot Types in Phase #2

The total amount of the Phase #2 Direct Improvement Bonds, which represents the Phase #2 Direct Improvement Assessment to be allocated on all Parcels within Phase #2, is \$2,845,000. As shown in Table D-6, there are a total of 168 residential units representing a total of 147.17 estimated Equivalent Units for the residential development in Phase #2, resulting in a Phase #2 Direct Improvement Assessment per Equivalent Unit of \$19,331.82.

The Phase #2 Direct Assessment per dwelling unit or acre is calculated as the product of (i) \$19,331.82 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$19,331.82 (i.e. \$19,331.82 $\times$ 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$16,109.85 (i.e. \$19,331.82 $\times$ 0.83). Table D-13 sets forth the Phase #2 Direct Improvement Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table D-13
Assessment Per Unit – Phase #2 Direct Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
60 Ft Lot	43	\$19,331.82	1.00	\$19,331.82 per dwelling unit	\$831,268
50 Ft Lot	125	\$19,331.82	0.83	\$16,109.85 per dwelling unit	\$2,013,732
Total	168				\$2,845,000

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table D-14.

Table D-14
Projected Leverage – Phase #2 Direct Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lot	43	\$78,000	\$375,000	\$19,332	4.03	19.40
50 Ft Lot	125	\$65,000	\$325,000	\$16,110	4.03	20.17
Total	168					

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table D-15.

Table D-15
Estimated Tax Rate Equivalent per unit – Phase #2 Direct Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lot	43	\$78,000	\$375,000	\$1,514	\$1.94	\$0.40
50 Ft Lot	125	\$65,000	\$325,000	\$1,262	\$1.94	\$0.39
Total	168					

The Phase #2 Direct Improvement Assessment and the related Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phase #2 Major Improvement and Phase #2 Direct Improvement combined Assessments are shown in Table D-16.

Table D-16
Assessment Per Unit – Phase #2 Combined

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
60 Ft Lot	43	\$31,325.03	1.00	\$31,325.03 per dwelling unit	\$1,346,976
50 Ft Lot	125	\$31,325.03	0.83	\$26,104.19 per dwelling unit	\$3,263,024
Total	168				\$4,610,000

The combined projected leverage calculated based on the estimated finished lot values and home values for each Lot Type within Phase #2 is shown in Table D-17.

Table D-17
Projected Leverage – Phase #2 Direct Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lot	43	\$78,000	\$375,000	\$31,325	2.49	11.97
50 Ft Lot	125	\$65,000	\$325,000	\$26,104	2.49	12.45
Total	168					

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table D-18.

Table D-18
Estimated Tax Rate Equivalent per unit – Phase #2 Combined

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lot	43	\$78,000	\$375,000	\$2,739	\$3.51	\$0.73
50 Ft Lot	125	\$65,000	\$325,000	\$2,283	\$3.51	\$0.70
Total	168					

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

AFTER RECORDING RETURN TO:

 _____]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
 CITY OF CELINA, TEXAS
 CONCERNING THE FOLLOWING PROPERTY

 STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$ _____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Owensby Farms Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

APPENDIX F
PHASE #1 ASSESSMENT ROLL

Appendix F
Phase #1 Assessment Roll

Parcel
Assessment
Total Equivalent Units

All Parcels
\$5,721,000
182.00

Year¹	Principal and Interest²	Principal and Interest³	Administrative Expenses⁴	Prepayment Reserve & Delinquency Reserve⁵	Available Credits⁶	Total Annual Installment
2017	\$157,323	\$69,080	\$30,000	\$13,085	(\$157,323)	\$112,165
2018	\$268,419	\$69,080	\$25,000	\$22,325	(\$268,419)	\$116,405
2019	\$328,419	\$89,080	\$31,212	\$22,325	(\$717)	\$470,319
2020	\$329,969	\$87,980	\$28,600	\$22,025	(\$21,975)	\$446,599
2021	\$331,231	\$84,680	\$42,000	\$21,700	(\$54,763)	\$424,848
2022	\$327,206	\$90,780	\$33,122	\$21,350	\$0	\$472,459
2023	\$328,181	\$89,405	\$33,785	\$21,000	\$0	\$472,371
2024	\$328,869	\$88,030	\$34,461	\$20,625	\$0	\$471,984
2025	\$329,269	\$86,655	\$35,150	\$20,225	\$0	\$471,299
2026	\$329,381	\$90,280	\$35,853	\$19,800	\$0	\$475,314
2027	\$334,206	\$88,630	\$36,570	\$19,350	\$0	\$478,756
2028	\$348,456	\$86,980	\$37,301	\$18,850	\$0	\$491,587
2029	\$346,556	\$90,330	\$38,047	\$18,250	\$0	\$493,184
2030	\$344,369	\$88,405	\$38,808	\$17,625	\$0	\$489,207
2031	\$341,894	\$91,480	\$39,584	\$16,975	\$0	\$489,933
2032	\$344,131	\$89,280	\$40,376	\$16,300	\$0	\$490,087
2033	\$340,794	\$87,080	\$41,184	\$15,575	\$0	\$484,632
2034	\$341,606	\$89,880	\$42,007	\$14,825	\$0	\$488,319
2035	\$341,806	\$87,405	\$42,847	\$14,025	\$0	\$486,084
2036	\$341,394	\$89,930	\$43,704	\$13,175	\$0	\$488,203
2037	\$340,369	\$87,180	\$44,578	\$12,275	\$0	\$484,402
2038	\$338,731	\$89,430	\$45,470	\$11,325	\$0	\$484,956
2039	\$336,481	\$91,405	\$46,379	\$10,325	\$0	\$484,591
2040	\$333,619	\$88,105	\$47,307	\$9,275	\$0	\$478,306
2041	\$335,144	\$89,805	\$48,253	\$8,175	\$0	\$481,377
2042	\$335,750	\$91,230	\$49,218	\$7,000	\$0	\$483,198
2043	\$335,438	\$87,380	\$50,203	\$5,750	\$0	\$478,770
2044	\$334,206	\$88,530	\$51,207	\$4,425	\$0	\$478,368
2045	\$332,056	\$89,405	\$52,231	\$3,025	\$0	\$476,717
2046	\$328,988	\$96,005	\$53,275	\$1,550	\$0	\$479,818
Total	\$9,834,261	\$2,632,925	\$1,217,733	\$442,535	(\$503,197)	\$13,624,257

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The principal and interest amounts are based on the Phase #1 Bonds final numbers.

3 - The principal and interest amounts are based on the Phase #1 Reimbursement Agreement.

4 - The Administrative Expenses shown include the estimated district administration costs.

5 - The amounts shown include the additional 0.5% interest to be collected for Prepayment Reserve and Delinquency Reserve.

6 – Available credits include credits such as capitalized interest, reserve fund income, TIRZ Credit amounts and available administrative expenses used to reduce the annual installment due for the applicable year.

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

Appendix D-1
Owensby Farms Public Improvement District
Phase 1 Annual Assessment Roll Summary - 2021-22

Parcel	Lot Size	Equivalent Unit ¹	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2778744	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$117.72)	\$2,524.41
2778747	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$633.54)	\$1,568.23
2778753	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778872	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778873	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778874	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778875	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778876	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778877	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778878	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778879	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778880	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2778881	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2779015	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$622.80)	\$1,578.98
2779016	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$579.77)	\$1,622.00
2779017	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$739.36)	\$1,462.41
2779018	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779019	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779020	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$128.07)	\$2,073.71
2779021	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$117.72)	\$2,084.06
2779022	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$642.47)	\$1,559.31
2779023	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$516.77)	\$1,685.01
2779024	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$643.94)	\$1,557.84
2779025	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$95.22)	\$2,546.91
2779026	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$184.47)	\$2,457.66
2779027	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$124.68)	\$2,517.45
2779028	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$879.23)	\$1,322.54
2779029	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779030	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$117.72)	\$2,524.41
2779031	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$439.79)	\$2,202.34
2779032	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$787.29)	\$1,854.84
2779033	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779034	60'	0.50	\$15,023.63	\$261.59	\$885.44	\$58.65	\$115.38	(\$161.23)	\$1,159.83
2779035	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$585.55)	\$2,056.58
2779037	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$289.17)	\$2,352.96
2779038	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$605.51)	\$2,036.62
2779039	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$903.69)	\$1,738.44
2779040	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$1,000.39)	\$1,641.74
2779041	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$138.61)	\$2,503.52
2779042	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$908.66)	\$1,733.47
2779043	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$124.68)	\$2,517.45
2779044	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$1,029.86)	\$1,612.27
2779045	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$288.76)	\$2,353.37
2779046	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$683.71)	\$1,958.42
2779047	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$603.20)	\$2,038.93
2779048	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779049	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$95.22)	\$2,546.91
2779050	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$117.72)	\$2,524.41
2779051	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$489.62)	\$2,152.51
2779052	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$633.68)	\$1,568.09
2779053	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$594.26)	\$1,607.52
2779054	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$767.22)	\$1,434.55
2779055	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$128.07)	\$2,073.71
2779056	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779057	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779058	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779059	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$594.28)	\$1,607.50

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix D-1
Owensby Farms Public Improvement District
Phase 1 Annual Assessment Roll Summary - 2021-22

Parcel	Lot Size	Equivalent Unit ¹	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2779060	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$117.72)	\$2,084.06
2779061	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$635.75)	\$1,566.02
2779062	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	\$0.00	\$2,201.77
2779063	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$545.04)	\$1,656.73
2779064	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$648.25)	\$1,553.53
2779065	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779066	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$623.15)	\$1,578.62
2779067	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$560.45)	\$1,641.32
2779068	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$628.45)	\$1,573.33
2779069	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779070	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779071	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	\$0.00	\$2,201.77
2779072	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$683.95)	\$1,517.82
2779073	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$95.22)	\$2,106.55
2779074	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$596.29)	\$1,605.49
2779075	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$772.67)	\$1,429.11
2779076	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$438.92)	\$1,762.86
2779077	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$477.44)	\$1,724.34
2779078	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$615.42)	\$1,586.35
2779079	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$647.37)	\$1,554.40
2779080	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$596.29)	\$1,605.49
2779081	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$634.79)	\$1,566.98
2779082	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$705.46)	\$1,496.32
2779083	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$494.57)	\$1,707.21
2779084	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779085	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$428.61)	\$1,773.16
2779086	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$409.26)	\$1,792.52
2779087	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779088	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$592.54)	\$1,609.24
2779089	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$490.50)	\$1,711.27
2779090	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$577.72)	\$1,624.05
2779091	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$637.00)	\$1,564.78
2779092	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$463.11)	\$1,738.66
2779093	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$399.31)	\$1,802.47
2779094	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$888.56)	\$1,313.21
2779095	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$906.42)	\$1,295.36
2779096	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$599.63)	\$1,602.15
2779097	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$650.23)	\$1,551.54
2779098	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$231.17)	\$1,970.60
2779099	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779100	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779101	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779102	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$487.61)	\$1,714.17
2779103	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779104	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779105	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$586.67)	\$1,615.10
2779106	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$638.96)	\$1,562.81
2779107	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$389.58)	\$1,812.20
2779108	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$407.66)	\$1,794.12
2779109	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$463.69)	\$1,738.08
2779110	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$865.99)	\$1,335.78
2779111	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$582.77)	\$1,619.00
2779112	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$150.03)	\$2,051.74
2779113	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779114	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$445.88)	\$1,755.89
2779115	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$89.60)	\$2,112.18
2779116	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$570.76)	\$1,631.02

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix D-1
Owensby Farms Public Improvement District
Phase 1 Annual Assessment Roll Summary - 2021-22

Parcel	Lot Size	Equivalent Unit ¹	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2779117	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$556.20)	\$1,645.57
2779118	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$634.47)	\$1,567.31
2779119	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$581.78)	\$1,620.00
2779120	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$527.67)	\$1,674.10
2779121	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$110.76)	\$2,091.02
2779122	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779123	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$745.43)	\$1,456.35
2779124	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$295.50)	\$1,906.27
2779125	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$830.97)	\$1,370.80
2779126	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$95.22)	\$2,546.91
2779127	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$274.52)	\$2,367.61
2779128	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$530.58)	\$2,111.55
2779129	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$95.22)	\$2,546.91
2779130	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$124.68)	\$2,517.45
2779131	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$124.68)	\$2,517.45
2779132	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$140.00)	\$2,502.13
2779133	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$140.00)	\$2,502.13
2779134	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$629.69)	\$1,572.09
2779135	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$585.74)	\$1,616.04
2779136	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$442.62)	\$1,759.15
2779137	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$421.88)	\$1,779.90
2779138	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$449.12)	\$1,752.66
2779139	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$650.05)	\$1,551.72
2779140	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$652.18)	\$1,549.59
2779141	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$635.45)	\$1,566.33
2779142	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$150.03)	\$2,051.74
2779143	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$449.12)	\$1,752.66
2779144	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$652.86)	\$1,548.91
2779145	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$604.53)	\$1,597.25
2779146	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$693.69)	\$1,508.09
2779147	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$479.30)	\$1,722.47
2779148	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$459.83)	\$1,741.94
2779149	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$403.62)	\$1,798.16
2779150	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$614.36)	\$1,587.41
2779151	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$727.28)	\$1,474.50
2779152	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$669.40)	\$1,532.38
2779153	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$640.65)	\$1,561.12
2779154	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$514.64)	\$1,687.13
2779155	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$124.68)	\$2,077.09
2779156	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$124.68)	\$2,077.09
2779157	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$124.68)	\$2,077.09
2779158	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$903.19)	\$1,738.94
2779159	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$832.01)	\$1,810.12
2779160	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$571.83)	\$2,070.30
2779161	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779162	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779163	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$117.72)	\$2,524.41
2779164	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$124.68)	\$2,517.45
2779165	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$703.23)	\$1,938.90
2779166	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$975.88)	\$1,666.25
2779167	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$1,054.44)	\$1,587.69
2779168	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$839.25)	\$1,802.88
2779169	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$993.94)	\$1,648.19
2779170	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$231.35)	\$2,410.78
2779171	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$470.14)	\$2,171.99
2779172	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$296.55)	\$2,345.58
2779173	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$95.22)	\$2,546.91

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix D-1
Owensby Farms Public Improvement District
Phase 1 Annual Assessment Roll Summary - 2021-22

Parcel	Lot Size	Equivalent Unit ¹	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2779174	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$880.65)	\$1,761.48
2779175	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$484.45)	\$2,157.68
2779176	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$968.71)	\$1,673.42
2779177	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$95.22)	\$2,546.91
2779178	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779179	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$566.01)	\$2,076.12
2779180	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$894.33)	\$1,747.80
2779181	60'	0.58	\$17,446.79	\$303.78	\$1,028.25	\$68.11	\$230.77	(\$647.16)	\$983.76
2779182	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779183	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$554.56)	\$2,087.57
2779184	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$145.57)	\$2,496.56
2779185	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$480.47)	\$1,721.31
2779186	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$657.17)	\$1,544.60
2779187	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$598.29)	\$1,603.48
2779188	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$570.58)	\$1,631.20
2779189	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$579.77)	\$1,622.00
2779190	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$802.38)	\$1,399.39
2779191	50'	0.55	\$16,525.99	\$287.75	\$973.98	\$64.52	\$126.92	(\$247.45)	\$1,205.73
2779192	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$654.85)	\$1,546.92
2779193	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$620.76)	\$1,581.01
2779194	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779195	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779196	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779197	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779198	50'	0.42	\$12,519.69	\$217.99	\$737.86	\$48.88	\$96.15	(\$221.37)	\$879.52
2779199	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$742.85)	\$1,458.92
2779200	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$554.92)	\$1,646.85
2779201	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$570.58)	\$1,631.20
2779202	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$633.25)	\$1,568.52
2779203	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$590.09)	\$1,611.69
2779204	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$635.01)	\$1,566.76
2779205	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$821.49)	\$1,380.28
2779206	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$473.50)	\$1,728.27
2779207	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$648.25)	\$1,553.53
2779208	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$570.76)	\$1,631.02
2779209	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$607.22)	\$1,594.55
2779210	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779211	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779212	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$83.97)	\$2,117.80
2779213	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779214	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$89.60)	\$2,552.53
2779215	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$777.14)	\$1,864.99
2779216	50'	0.83	\$25,039.38	\$435.99	\$1,475.73	\$97.75	\$192.31	(\$579.68)	\$1,622.09
2779217	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$726.07)	\$1,916.06
2779218	60'	1.00	\$30,047.26	\$523.18	\$1,770.87	\$117.30	\$230.77	(\$95.22)	\$2,546.91
2803348	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2817737	60'	0.50	\$15,023.63	\$261.59	\$885.44	\$58.65	\$115.38	(\$161.23)	\$1,159.83
2818083	50'	0.42	\$12,519.69	\$217.99	\$737.86	\$48.88	\$96.15	(\$221.37)	\$879.52
2822984	50'	0.28	\$8,513.39	\$148.24	\$501.75	\$33.24	\$65.38	(\$127.47)	\$621.13
TOTAL		181.58	\$5,456,000.00	\$95,000.00	\$321,556.43	\$21,300.00	\$42,000.00	(\$90,936.22)	\$388,920.21

1 - One parcel has prepaid a portion of its Phase #1 Bond Assessment. The Phase #1 Bond Equivalent Unit amount has been proportionally as a result.

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

APPENDIX G
PHASE #2 MAJOR IMPROVEMENT ASSESSMENT ROLL

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

Appendix G
Phase #2 Major Improvement Assessment Roll

Parcel
Assessment
Total Equivalent Units

All Parcels
\$1,765,000
147.17

Year¹	Principal	Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve⁴	Available Credits⁵	Total Annual Installment
2017	\$0	\$63,362	\$30,000	\$8,825	(\$63,362)	\$38,825
2018	\$0	\$108,106	\$25,000	\$8,825	(\$108,106)	\$33,825
2019	\$0	\$108,106	\$31,212	\$8,825	(\$746)	\$147,397
2020	\$0	\$108,106	\$22,600	\$8,825	(\$6,042)	\$133,489
2021	\$30,000	\$108,106	\$32,000	\$8,825	(\$15,409)	\$163,522
2022	\$30,000	\$106,269	\$33,122	\$8,675	\$0	\$178,066
2023	\$35,000	\$104,431	\$33,785	\$8,525	\$0	\$181,741
2024	\$35,000	\$102,288	\$34,461	\$8,350	\$0	\$180,098
2025	\$35,000	\$100,144	\$35,150	\$8,175	\$0	\$178,469
2026	\$40,000	\$98,000	\$35,853	\$8,000	\$0	\$181,853
2027	\$45,000	\$95,550	\$36,570	\$7,800	\$0	\$184,920
2028	\$50,000	\$92,794	\$37,301	\$7,575	\$0	\$187,670
2029	\$50,000	\$89,731	\$38,047	\$7,325	\$0	\$185,104
2030	\$55,000	\$86,669	\$38,808	\$7,075	\$0	\$187,552
2031	\$55,000	\$83,300	\$39,584	\$6,800	\$0	\$184,684
2032	\$60,000	\$79,931	\$40,376	\$6,525	\$0	\$186,832
2033	\$65,000	\$76,256	\$41,184	\$6,225	\$0	\$188,665
2034	\$65,000	\$72,275	\$42,007	\$5,900	\$0	\$185,182
2035	\$70,000	\$68,294	\$42,847	\$5,575	\$0	\$186,716
2036	\$75,000	\$64,006	\$43,704	\$5,225	\$0	\$187,936
2037	\$75,000	\$59,413	\$44,578	\$4,850	\$0	\$183,841
2038	\$80,000	\$54,819	\$45,470	\$4,475	\$0	\$184,764
2039	\$85,000	\$49,919	\$46,379	\$4,075	\$0	\$185,373
2040	\$90,000	\$44,713	\$47,307	\$3,650	\$0	\$185,669
2041	\$95,000	\$39,200	\$48,253	\$3,200	\$0	\$185,653
2042	\$100,000	\$33,381	\$49,218	\$2,725	\$0	\$185,324
2043	\$100,000	\$27,256	\$50,203	\$2,225	\$0	\$179,684
2044	\$110,000	\$21,131	\$51,207	\$1,725	\$0	\$184,063
2045	\$115,000	\$14,394	\$52,231	\$1,175	\$0	\$182,799
2046	\$120,000	\$7,350	\$53,275	\$600	\$0	\$181,225
Total	\$1,765,000	\$2,167,300	\$1,201,733	\$180,575	(\$193,665)	\$5,120,943

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.

2 – The principal and interest amounts are based on the Phase #2 Major Improvement Bonds final numbers.

3 – The Administrative Expenses shown include the estimated district administration costs.

4 – The amounts shown include the additional 0.5% interest to be collected for Prepayment Reserve and Delinquency Reserve.

5 – Available credits include credits such as capitalized interest, reserve fund income, TIRZ Credit amounts and available administrative expenses used to reduce the annual installment due for the applicable year.

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

Appendix E-1

**Owensby Farms Public Improvement District
Phase 2 Major Improvement Annual Assessment Roll Summary - 2021-22**

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2825204	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825205	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825206	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825207	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825208	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825209	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825210	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825211	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825212	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825213	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825214	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825215	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825216	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825217	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825218	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825219	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825220	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825221	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825222	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825223	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825224	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825225	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825226	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825227	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825228	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825229	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825230	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825231	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825232	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825233	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825234	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825235	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825236	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825237	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825238	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825239	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825240	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825241	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825242	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825243	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825244	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825245	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825246	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825247	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825248	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825249	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825250	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825251	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825252	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825253	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825254	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825255	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825256	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825257	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825258	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825259	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix E-1

**Owensby Farms Public Improvement District
Phase 2 Major Improvement Annual Assessment Roll Summary - 2021-22**

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2825260	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825261	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825262	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825263	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825264	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825265	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825266	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825267	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825268	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825269	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825270	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825271	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825272	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825273	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825274	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825275	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825276	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825277	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825278	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825279	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825280	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825281	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825282	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825283	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825284	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825285	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825286	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825287	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825288	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825289	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825290	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825291	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825292	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825293	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825294	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825295	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825296	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825297	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825298	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825299	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825300	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825301	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825302	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825303	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825304	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825305	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825306	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825307	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825308	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825309	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825310	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825311	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825312	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825313	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825314	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825315	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix E-1

**Owensby Farms Public Improvement District
Phase 2 Major Improvement Annual Assessment Roll Summary - 2021-22**

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2825316	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825317	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825318	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825319	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825320	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825321	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825322	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825323	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825324	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825325	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825326	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825327	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825328	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825329	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825330	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825331	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825332	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825333	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825334	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825335	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825336	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825337	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825338	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825339	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825340	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825341	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825342	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825343	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825344	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825345	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825346	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825347	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825348	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825349	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825350	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825351	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825352	60	1.00	\$11,789.35	\$203.85	\$703.79	\$58.95	\$217.44	(\$10.85)	\$1,173.18
2825353	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825354	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825355	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825356	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825357	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825358	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825359	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825360	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825361	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825362	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825363	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825364	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825365	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825366	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825367	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825368	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825369	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825370	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825371	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix E-1

**Owensby Farms Public Improvement District
Phase 2 Major Improvement Annual Assessment Roll Summary - 2021-22**

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	Annual Installment
2825372	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825373	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825374	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825375	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825376	50	0.83	\$9,824.46	\$169.88	\$586.49	\$49.12	\$181.20	(\$10.85)	\$975.84
2825377	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825378	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		147.17	\$1,735,000.00	\$30,000.00	\$103,574.87	\$8,675.00	\$32,000.00	(\$1,823.50)	\$172,426

APPENDIX H
PHASE #2 DIRECT IMPROVEMENT ASSESSMENT ROLL

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

Appendix H
Phase #2 Direct Improvement Assessment Roll

**Parcel
Assessment
Total Equivalent Units**

**All Parcels
\$2,845,000
147.17**

Year¹	Principal	Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve⁴	Total Annual Installment
2022 ⁽⁵⁾	\$35,000	\$136,276	\$25,500	\$0	\$196,776
2023	\$40,000	\$112,400	\$26,010	\$14,050	\$192,460
2024	\$40,000	\$110,800	\$26,530	\$13,850	\$191,180
2025	\$45,000	\$109,200	\$27,061	\$13,650	\$194,911
2026	\$45,000	\$107,400	\$27,602	\$13,425	\$193,427
2027	\$40,000	\$105,600	\$28,154	\$13,200	\$186,954
2028	\$40,000	\$104,000	\$28,717	\$13,000	\$185,717
2029	\$45,000	\$102,400	\$29,291	\$12,800	\$189,491
2030	\$45,000	\$100,600	\$29,877	\$12,575	\$188,052
2031	\$50,000	\$98,800	\$30,475	\$12,350	\$191,625
2032	\$45,000	\$96,800	\$31,084	\$12,100	\$184,984
2033	\$45,000	\$95,000	\$31,706	\$11,875	\$183,581
2034	\$50,000	\$93,200	\$32,340	\$11,650	\$187,190
2035	\$50,000	\$91,200	\$32,987	\$11,400	\$185,587
2036	\$55,000	\$89,200	\$33,647	\$11,150	\$188,997
2037	\$60,000	\$87,000	\$34,320	\$10,875	\$192,195
2038	\$60,000	\$84,600	\$35,006	\$10,575	\$190,181
2039	\$65,000	\$82,200	\$35,706	\$10,275	\$193,181
2040	\$65,000	\$79,600	\$36,420	\$9,950	\$190,970
2041	\$65,000	\$77,000	\$37,149	\$9,625	\$188,774
2042	\$70,000	\$74,400	\$37,892	\$9,300	\$191,592
2043	\$80,000	\$71,600	\$38,649	\$8,950	\$199,199
2044	\$75,000	\$68,400	\$39,422	\$8,550	\$191,372
2045	\$80,000	\$65,400	\$40,211	\$8,175	\$193,786
2046	\$85,000	\$62,200	\$41,015	\$7,775	\$195,990
2047	\$270,000	\$58,800	\$41,835	\$7,350	\$377,985
2048	\$280,000	\$48,000	\$42,672	\$6,000	\$376,672
2049	\$295,000	\$36,800	\$43,526	\$4,600	\$379,926
2050	\$305,000	\$25,000	\$44,396	\$3,125	\$377,521
2051	\$320,000	\$12,800	\$45,284	\$1,600	\$379,684
Total	\$2,845,000	\$2,486,676	\$1,034,486	\$293,800	\$6,659,962

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The principal and interest amounts are calculated using an estimated interest rate at 4.00%.

3 - The Administrative Expenses shown include the estimated district administration costs.

4 - The amounts shown include the additional 0.5% interest to be collected for the combined Prepayment Reserve and Delinquency Reserve.

5- Represents amounts calculated under the Phase #2 Reimbursement Agreement.

Attachment: Draft Ordinance (Ownsby Farms - PID Bond Ordinance)

Appendix E-3
Owensby Farms Public Improvement District
Phase 2 Direct Annual Assessment Roll Summary - 2021-22

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	Annual Installment
2825204	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825205	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825206	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825207	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825208	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825209	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825210	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825211	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825212	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825213	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825214	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825215	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825216	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825217	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825218	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825219	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825220	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825221	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825222	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825223	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825224	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825225	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825226	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825227	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825228	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825229	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825230	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825231	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825232	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825233	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825234	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825235	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825236	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825237	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825238	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825239	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825240	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825241	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825242	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825243	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825244	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825245	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825246	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825247	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825248	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix E-3
Owensby Farms Public Improvement District
Phase 2 Direct Annual Assessment Roll Summary - 2021-22

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	Annual Installment
2825249	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825250	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825251	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825252	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825253	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825254	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825255	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825256	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825257	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825258	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825259	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825260	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825261	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825262	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825263	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825264	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825265	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825266	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825267	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825268	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825269	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825270	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825271	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825272	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825273	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825274	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825275	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825276	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825277	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825278	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825279	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825280	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825281	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825282	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825283	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825284	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825285	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825286	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825287	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825288	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825289	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825290	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825291	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825292	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825293	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix E-3
Owensby Farms Public Improvement District
Phase 2 Direct Annual Assessment Roll Summary - 2021-22

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	Annual Installment
2825294	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825295	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825296	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825297	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825298	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825299	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825300	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825301	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825302	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825303	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825304	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825305	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825306	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825307	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825308	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825309	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825310	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825311	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825312	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825313	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825314	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825315	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825316	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825317	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825318	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825319	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825320	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825321	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825322	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825323	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825324	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825325	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825326	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825327	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825328	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825329	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825330	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825331	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825332	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825333	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825334	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825335	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825336	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825337	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825338	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)

Appendix E-3

**Owensby Farms Public Improvement District
Phase 2 Direct Annual Assessment Roll Summary - 2021-22**

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	Annual Installment
2825339	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825340	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825341	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825342	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825343	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825344	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825345	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825346	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825347	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825348	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825349	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825350	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825351	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825352	60	1.00	\$19,331.82	\$237.83	\$925.99	\$173.27	\$1,337.09
2825353	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825354	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825355	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825356	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825357	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825358	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825359	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825360	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825361	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825362	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825363	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825364	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825365	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825366	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825367	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825368	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825369	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825370	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825371	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825372	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825373	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825374	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825375	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825376	50	0.83	\$16,109.85	\$198.19	\$771.66	\$144.39	\$1,114.24
2825377	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2825378	Common	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		147.17	\$2,845,000.00	\$35,000.00	\$136,275.50	\$25,500.00	\$196,775.50

Attachment: Draft Ordinance (Owensby Farms - PID Bond Ordinance)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Public Safety Location Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas setting forth locations for future fire and police facilities. (Public Safety Location) (Colakovic)

Background Information:

This item is for a map update to our public safety facilities. The City has obtained 14 out of the 15 sites identified as being necessary for build-out service levels, and is in conformance with the “Plan the City” and “Support & Grow Emergency Services” goals identified in the Strategic Plan. Please refer to the attachments for further information.

Supporting Documents:

- Draft Resolution
- Staff Presentation

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA
TEXAS, SETTING FORTH LOCATIONS FOR FUTURE FIRE AND
POLICE FACILITIES; 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the City's fire service area covers a territory of approximately 77 square miles; and

WHEREAS, the City's police service area covers a territory of approximately 77 square miles; and

WHEREAS, the City has conducted an internal study for the purpose of determining locations for its fire and police facilities which shall best serve the emergency service and safety needs of the community; and

WHEREAS, the fire department has identified locations for future stations that will most effectively serve the City's fire and emergency service area and protect the health, safety, and welfare of its citizens; and

WHEREAS, the police department has identified locations for future stations that will most effectively serve the City's police service area and protect the health, safety, and welfare of its citizens; and

WHEREAS, future fire station locations & future police station locations are described and depicted on the attached Exhibit A;

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

1. That the City Council of the City of Celina, Texas hereby approves and designates the locations for future fire and police stations as described and depicted on the attached Exhibit A.

2. That the City Council of the City of Celina, Texas may review and revise this policy as patterns of development and population growth warrant such revisions.

PASSED, APPROVED, AND RESOLVED this 8th day of February, 2022.

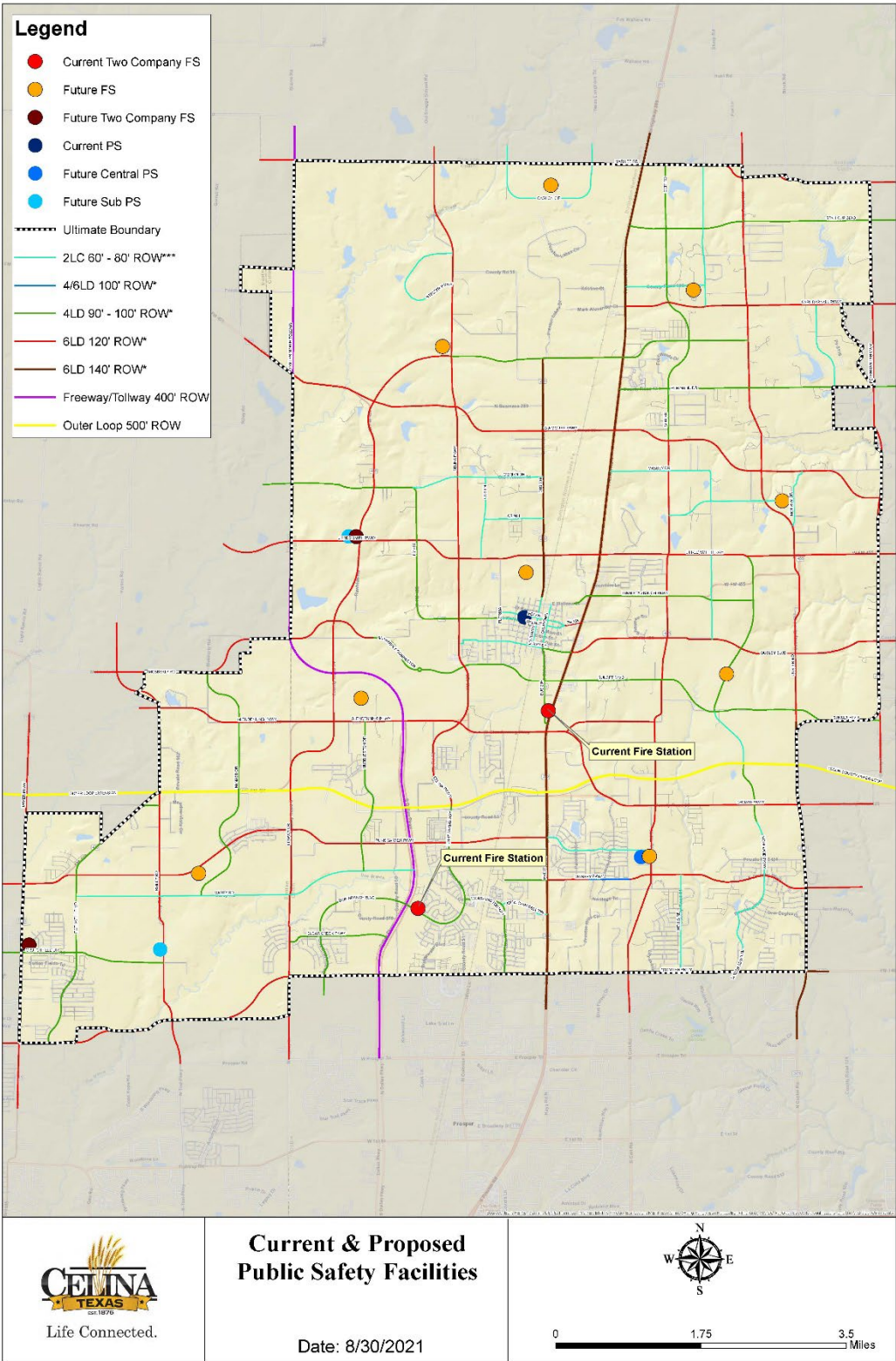
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

Attachment: Draft Resolution (Public Safety Location Resolution)

EXHIBIT A



Attachment: Draft Resolution (Public Safety Location Resolution)

PUBLIC SAFETY FACILITIES

MAP UPDATE

City Council
February 8, 2022



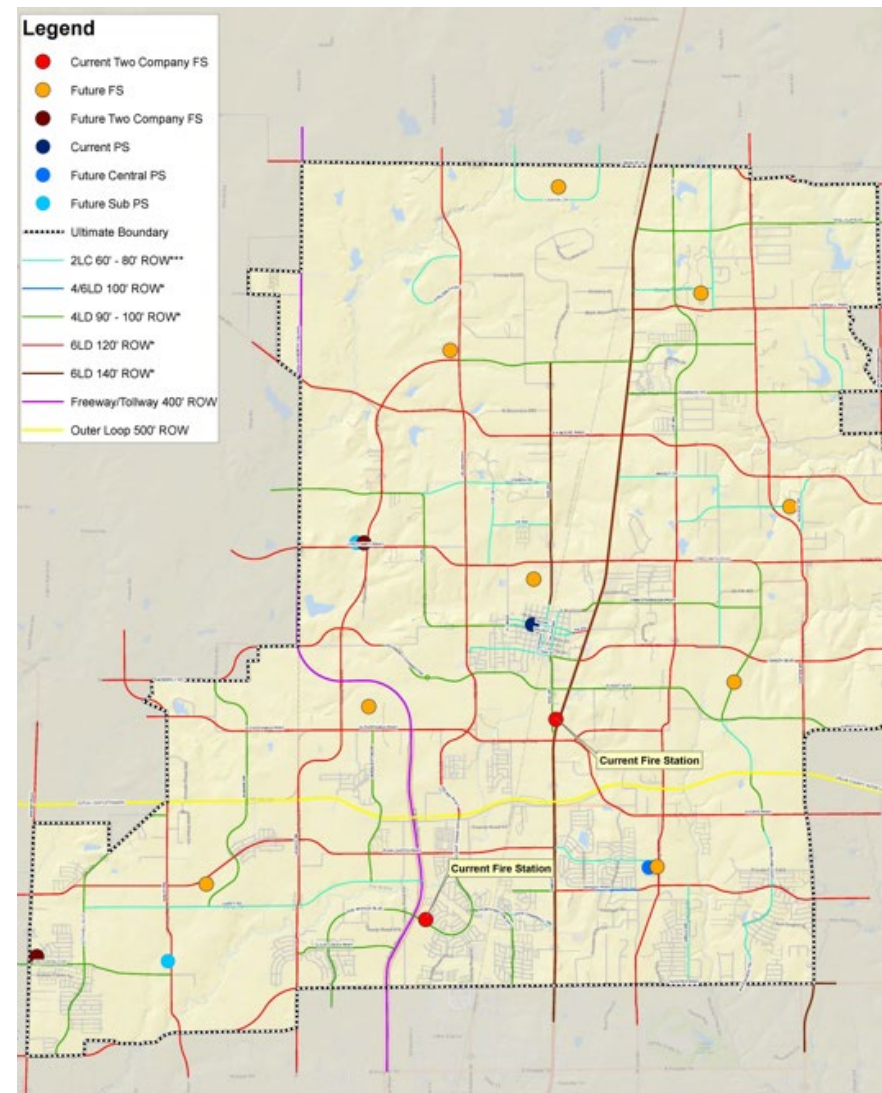
BACKGROUND

- The strategic plan identified 10 goals, out of which securing public safety facilities meets the:
 - Goal 2: Plan the City Goal
 - Goal 5: Support & Grow Emergency Services
- Celina has obtained 14 out of the 15 sites identified as being necessary for build-out service levels
- The typical City experience is to pay developers a then-market rate for the land, as station need is identified and budgeted, one by one, over time
- Celina's unique approach to securing sites exemplifies the importance of proactive stewardship of public resources

FIRE AND POLICE FACILITIES

The following sites have been secured through Development Agreements:

1. Green Meadows (Fire Station & Police Station)
2. Legacy Hills (2 Fire Stations & a Police Station)
3. Sutton Fields (Fire Station)
4. Coit Road (Police and Fire Station)
5. Parks at Wilson Creek (Fire Station)
6. Rasor (Fire Station)
7. Old Celina LTD (Fire Station)
8. Public Works Service Center (Fire Station)
9. Uptown (Fire Station)



RECOMMENDATION

- Staff recommends approval of the updated Public Safety Facilities map, as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: February 8, 2022
Re: Legacy Hills (Del Webb) - DA 4th Amendment

Action Requested:

Consider and act upon a request to amend a development agreement with North Parkway Municipal Management District No. 1 and MM Celina 3200, LLC; generally located north of J. Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills (Del Webb) – DA 4th Amendment) (Mohan)

Applicant:

KFM Engineering & Design
3501 Olympus Blvd., Ste. 100
Coppell, TX 75019

Background:

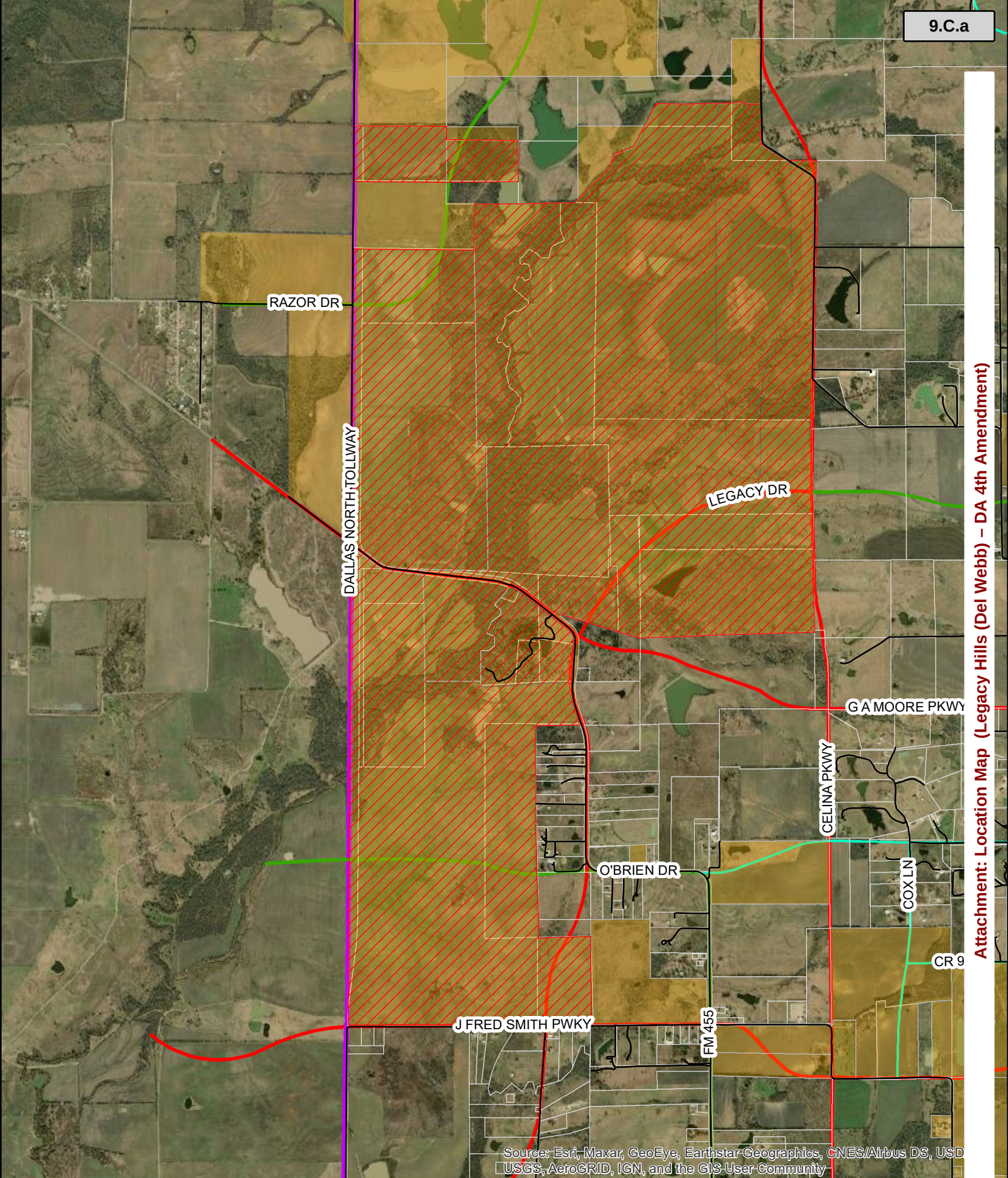
This Development Agreement Amendment is to recognize and apply further regulations for a Del Webb retirement community and Pulte Homes to be built within Pod 12 of the development. Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Agreement

Staff Recommendation:

Staff recommends approval as presented.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Attachment: Location Map (Legacy Hills (Del Webb) - DA 4th Amendment)

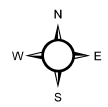


Legacy Hills Location Map

Date: 4/13/2021

Legend

- Roads
- Dynavest
- City Limits
- Parcels

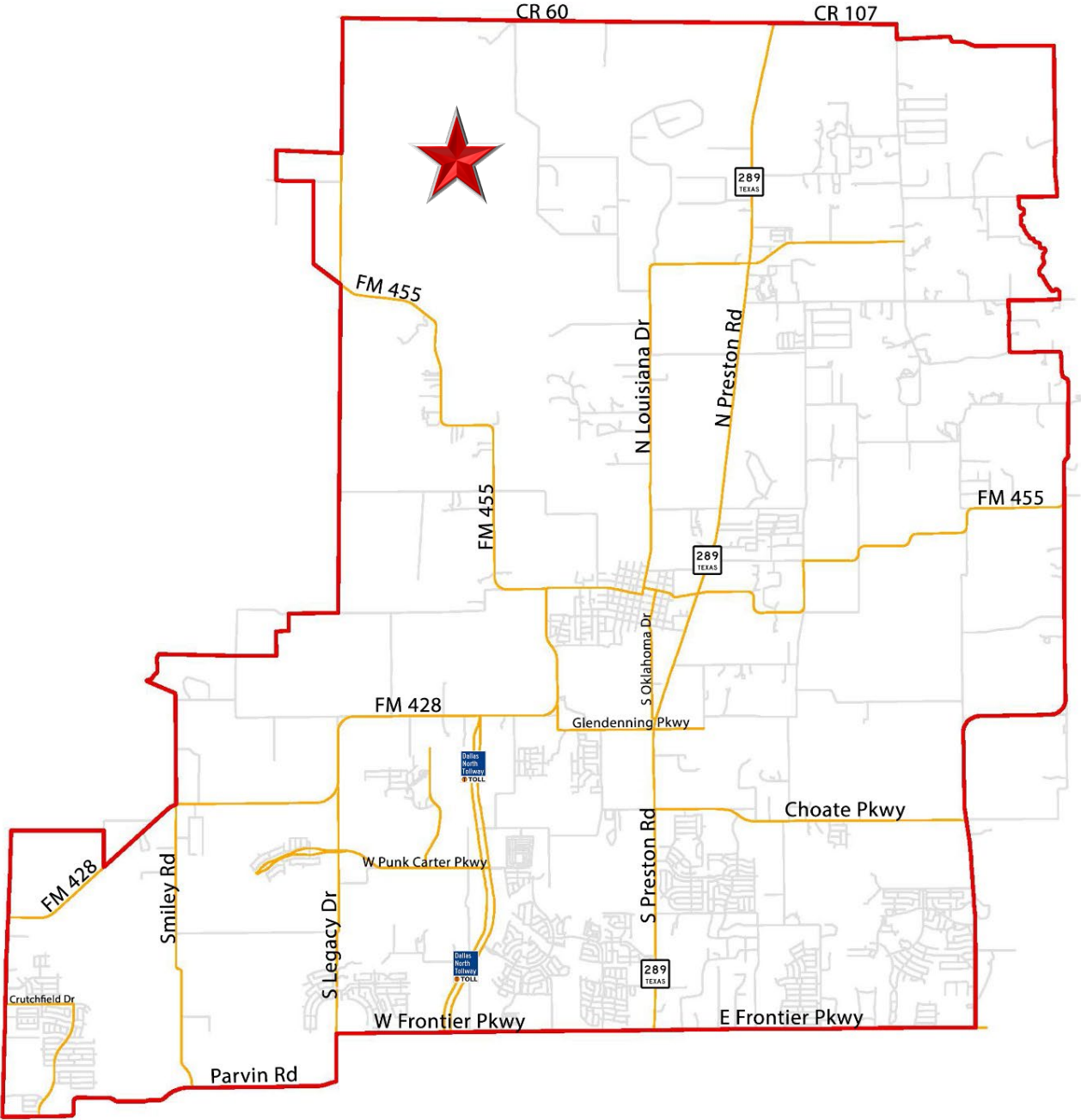


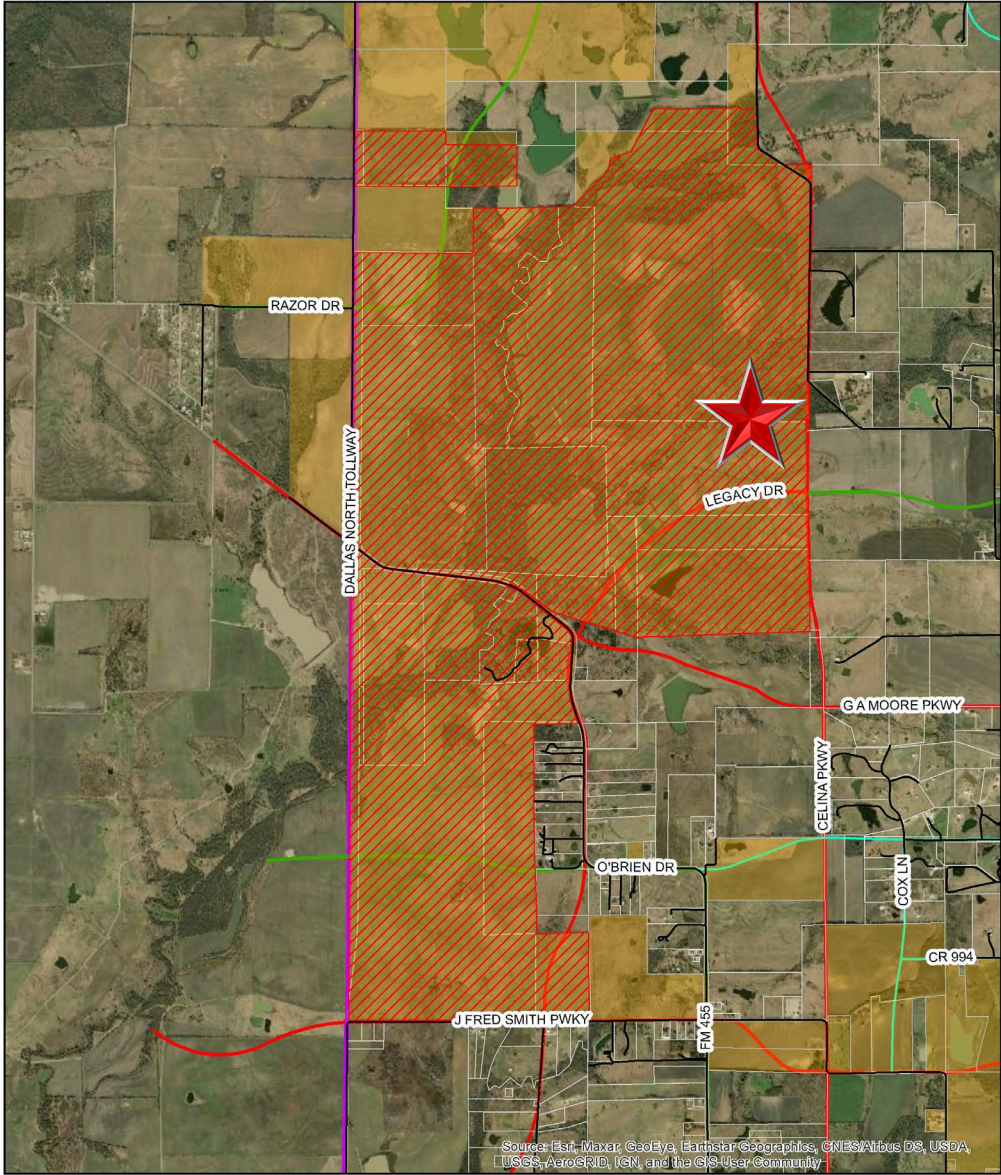
LEGACY HILLS (DEL WEBB)

Development Agreement

City Council
February 8, 2022





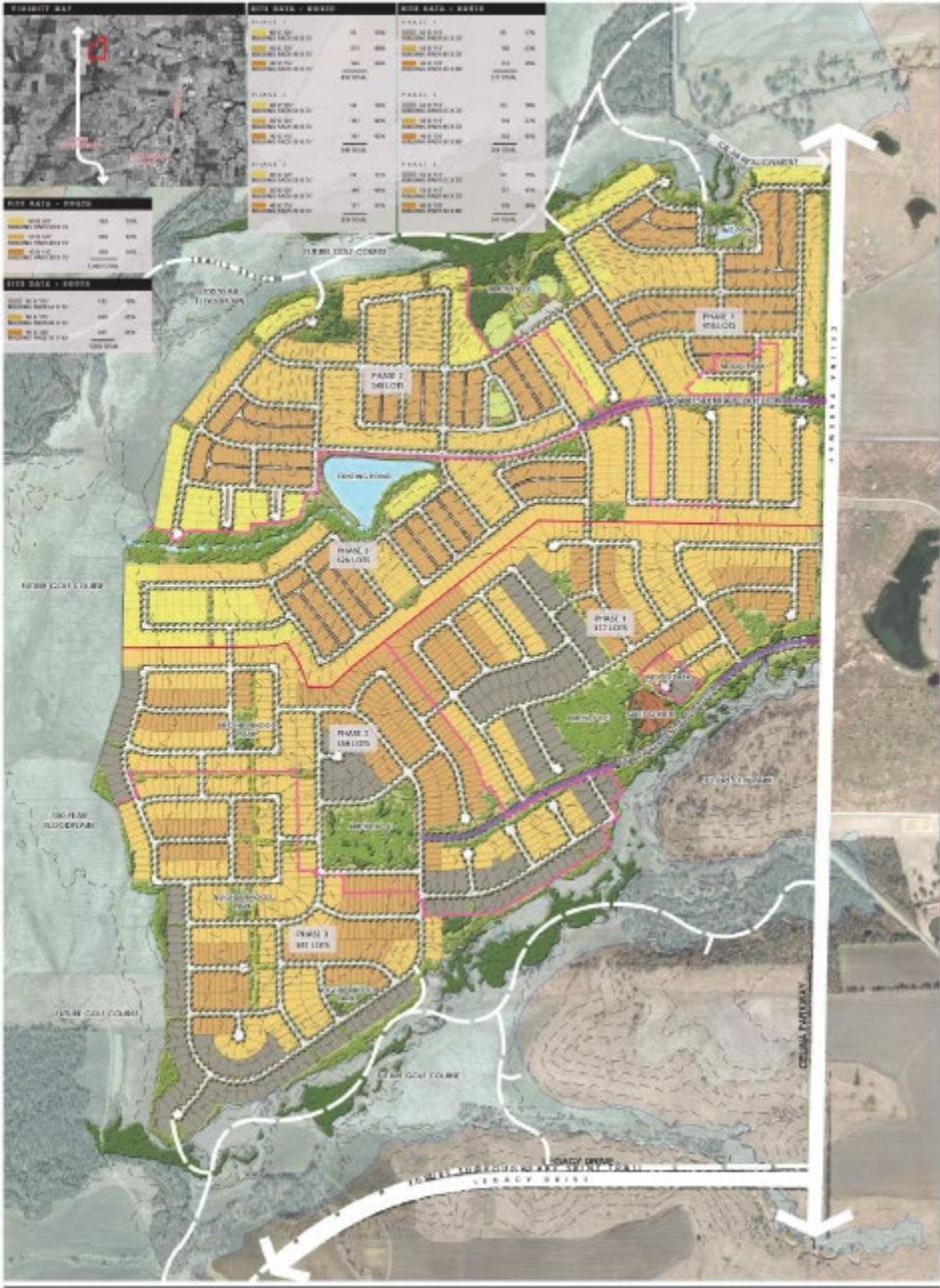


LOCATION MAP

The subject property is generally located at the northwest corner of Legacy Drive and Celina Parkway

BACKGROUND

- The subject property is Pod 12, a portion of the existing Legacy Hills master planned community
- The applicant is requesting to amend the DA for the development of a Del Webb retirement community of age-restricted single-family homes



PROJECT OVERVIEW

Del Webb Section:

- Up to 45% of the lots may be 40' lots
- The 40' lots may be front-entry with garages facing streets, which must be decorative (enhanced garage doors)
- Enhanced landscaping required (shade trees, shrubs, etc.)
- Fencing must be ornamental to allow for an open concept living
- The Developer is required to file deed restrictions to develop the independent senior living in order to age restrict the community



POLICY CONSIDERATIONS

- Del Webb is reputable developer of age-restricted communities
- A retirement community provides diversity of housing, in addition to offering a complete life cycle housing product
- The proposed development is single-family homes, not apartments for active adults who qualify (i.e. 55 or older)
- Generational opportunities further diversify the tax base
- Age-restricted communities have less impact on the school district than traditional neighborhoods

RECOMMENDATION

- Staff recommends approval as presented of the retirement community and Pod 12

FOURTH AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT (“Fourth Amendment”) is made and entered into by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the “City”), **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, formerly known as NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3 (the “District”), and **MM CELINA 3200, LLC**, a Texas limited liability company (the “Developer” or “Owner”), to be effective on _____, 2022 (the “Effective Date”).

RECITALS

WHEREAS, the Developer, the District, and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, the City and Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas (the “Original Owner”), previously entered into the Development, Settlement and Annexation Agreement (the “Original Development Agreement”), effective as of September 8, 2020, for the development of approximately 3236.601 acres of undeveloped property located wholly in Collin County, Texas; and

WHEREAS, the City, the District, and the Developer entered into the following subsequent amendments to the Original Development Agreement: the First Amendment on August 2, 2021 (the “First Amendment”); the Second Amendment on September 14, 2021 (the “Second Amendment”); and the Third Amendment on December 14, 2021 (the “Third Amendment”)(collectively with the Original Development Agreement, the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, the “Development Agreement”); and

WHEREAS, the Developer purchased and closed on the Property (as amended and defined in the First Amendment) on August 2, 2021, and

WHEREAS, the Parties desire to amend the Development Agreement to recognize and apply certain further regulations for a Del Webb retirement community and Pulte homes to be built on Pod 12 (also known as “Parcel 12”), as depicted in **Exhibit B** of the Development Agreement; and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended by this Fourth Amendment herein, all provisions and terms contained in the Development Agreement shall remain in full force and effect; and

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Fourth Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used in this Fourth Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Development Agreement.

2. Amendment to Section 1.1 “Definitions”. The Parties agree that Section 1.1 “Definitions” of the Development Agreement shall be amended to add the following defined term:

Pod 12 or Parcel 12 means the area designated as such in Exhibit B, having certain further regulations from the rest of the Property, as set forth in this Agreement.

3. Amendment to Add Section 2.10 “Pod 12 Regulations”. The Parties agree to amend Article II of the Development Agreement to add Section 2.10 “Pod 12 Regulations” to read entirely as follows:

2.10 Pod 12 Regulations.

Development of the area designated as Pod 12 on the Concept Plan (also known as “Parcel 12”) shall be subject to all terms of this Development Agreement and the Pod 12 Concept Plan, attached hereto as Exhibit B-1 and incorporated herein, the Pod 12 Land Use Standards, attached hereto as Exhibit C-1 and incorporated herein, the Pod 12 Open Space Plan, attached hereto as Exhibit F-1 and incorporated herein, the Pod 12 Trails & Open Space Plan, attached hereto as Exhibit F-2 and incorporated herein, and the Pod 12 Enhanced Landscaping, attached hereto as Exhibit O and incorporated herein. Any provisions of this Development Agreement that apply to or refer to Exhibit B shall also apply to or refer to Exhibit B-1. Any provisions of this Development Agreement that apply to or refer to Exhibit C shall also apply to or refer to Exhibit C-1. Any provisions that apply to or refer to Exhibit F shall also apply to or refer to Exhibits F-1 and F-2.

4. Amendment to Section 4.6 “Roadway Public Infrastructure”. The Parties agree that Section 4.6 “Roadway Public Infrastructure” of the Development Agreement shall be amended and replaced in its entirety to read as follows:

4.6 Roadway Public Infrastructure. The Parties agree to deviate from the City’s standard adjacent lane requirements to create a two (2) lane network of roadway Public Infrastructure for the Property. The Developer agrees to construct or cause the construction of the following roadway Public Infrastructure, which construction shall include designing and obtaining rights-of-way and easements, and shall not include landscaping, lighting, left

turn lanes, or median openings, as such roadway Public Infrastructure is shown on **Exhibit K**:

- (a) South Tract.
 - (i) two (2) concrete lanes of J. Fred Smith Parkway from Dallas North Tollway to the eastern edge of the Property adjacent to J. Fred Smith Parkway;
 - (ii) two (2) concrete lanes of O'Brien Drive from Dallas North Tollway to Legacy Drive; and
 - (iii) two (2) concrete lanes of Legacy Drive from J. Fred Smith Parkway to O'Brien Drive.
- (b) North Tract.
 - (i) two (2) concrete lanes of Legacy Drive from G.A. Moore Parkway to Celina Parkway;
 - (ii) two (2) concrete lanes of two (2) internal collectors into the sections on the northeastern portion of the Property;
 - (iii) two (2) concrete lanes of Celina Parkway adjacent to the Property running north to south; and
 - (iv) The Developer agrees to escrow or cause to be escrowed funds prior to the construction of Public Infrastructure for Parcel 12 as shown on the Concept Plan in the amount of the construction costs for construction of two (2) concrete lanes of G.A. Moore Parkway from Legacy Drive to Celina Parkway, which amount shall be agreed to by the City and the Developer. The City, in its discretion, agrees to use such escrowed funds to fund and construct either: (i) two (2) concrete lanes of G.A. Moore Parkway from Legacy Drive to Celina Parkway, or (ii) two (2) concrete lanes of Legacy Drive from G.A. Moore Parkway to O'Brien Drive.

5. Amendment to Section 11.11 "Exhibits". The Parties agree that Section 11.11 "Exhibits" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit B-1	Pod 12 Concept Plan
Exhibit C	Land Use Standards
Exhibit C-1	Pod 12 Land Use Standards
Exhibit D	MMD Legislation
Exhibit E	City Consent Resolution
Exhibit F	intentionally omitted/reserved
Exhibit F-1	Pod 12 Open Space Plan
Exhibit F-2	Pod 12 Trails & Open Space Plan
Exhibit G	Dedications and Reservations for Public Facilities
Exhibit H	intentionally omitted/reserved
Exhibit I	Certification for Payment Form

Exhibit J	Closing Disbursement Request
Exhibit K	Roadway Public Infrastructure
Exhibit L	Water Public Infrastructure
Exhibit M	Wastewater Public Infrastructure
Exhibit N	HOA Public Education Support

6. Amendment to Add Exhibit B-1. The Parties agree to amend the Development Agreement to add Exhibit B-1 Pod 12 Concept Plan, attached hereto as **Attachment 1**, and incorporated herein by reference.

7. Amendment to Add Exhibit C-1. The Parties agree to amend the Development Agreement to add Exhibit C-1 Pod 12 Land Use Standards, attached hereto as **Attachment 2**, and incorporated herein by reference.

8. Amendment to Add Exhibit F-1. The Parties agree to amend the Development Agreement to add Exhibit F-1 Pod 12 Open Space Plan, attached hereto as **Attachment 3**, and incorporated herein by reference.

9. Amendment to Add Exhibit F-2. The Parties agree to amend the Development Agreement to add Exhibit F-2 Pod 12 Internal Open Space Improvements, attached hereto as **Attachment 4**, and incorporated herein by reference.

10. Amendment to Exhibit K. The Exhibit K Roadway Public Infrastructure attached to the Development Agreement shall be amended and replaced in its entirety with the Roadway Public Infrastructure, attached hereto as **Attachment 5**, and incorporated herein by reference.

11. Amendment to Exhibit L. The Exhibit L Water Public Infrastructure attached to the Development Agreement shall be amended and replaced in its entirety with the Water Public Infrastructure exhibit attached hereto as **Attachment 6**, and incorporated herein by reference.

12. Amendment to Exhibit M. The Exhibit M Wastewater Public Infrastructure attached to the Development Agreement shall be amended and replaced in its entirety with the Wastewater Public Infrastructure exhibit attached hereto as **Attachment 7**, and incorporated herein by reference.

13. Miscellaneous.

(a) This Fourth Amendment amends the Development Agreement in no other manner except as expressly set forth herein, including the exhibits attached hereto. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Development Agreement shall continue in full force and effect. In the event of a conflict between this Fourth Amendment, including the exhibits attached hereto, and the Development Agreement, the terms of this Fourth Amendment, including the exhibits attached hereto, shall control.

(b) This Fourth Amendment together with the Original Development Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall

constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Fourth Amendment, the Original Development Agreement, the First Amendment, the Second Amendment, and the Third Amendment. This Fourth Amendment and the Original Development Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall not be modified or amended except in writing signed by the Parties.

(c) If any provision of this Fourth Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Fourth Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Fourth Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(d) This Fourth Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(e) The City represents and warrants that the individual executing this Fourth Amendment on behalf of the City has been duly authorized to do so. The District represents and warrants that the individual executing this Fourth Amendment on behalf of the District has been duly authorized to do so. The Developer represents and warrants that this Fourth Amendment has been approved by appropriate action of Developer, and that each individual executing this Fourth Amendment on behalf of Developer has been duly authorized to do so.

(f) Certificate of Interested Parties Form 1295. The Developer represents and warrants that it is required to comply with Section 2252.908 of the Texas Government Code, as amended, and must file, and has filed, a Certificate of Interested Parties Form 1295 prescribed thereunder with the City and the District.

(g) No Boycott of Israel; No Business With Sanctioned Countries. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Fourth Amendment is a contract for goods or services, will not boycott Israel during the term of this Fourth Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or

Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(h) Verification Regarding Energy Company Boycotts. To the extent this Fourth Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Fourth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(i) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Fourth Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Fourth Amendment against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate

against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature Page to Follow]

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)

EXECUTED by the City, the District, and Developer to be effective as of the Effective Date.

CITY OF CELINA

By: _____
Mindy Koehne, Mayor Pro Tem

ATTEST:

David Amsler, Assistant City Secretary

APPROVED AS TO FORM

Lance Vanzant, Attorney for the City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022
by Mindy Koehne, Mayor Pro Tem of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)

DEVELOPER

MM CELINA 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022
by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as
Manager of MM Celina 3200, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)

**NORTH PARKWAY MUNICIPAL
MANAGEMENT DISTRICT NO. 1**

By: _____
Name: Greg Leveling
Its: President

ATTEST:

By: _____
Robert Klarer , Secretary

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022
by Greg Leveling, President of North Parkway Municipal Management District No. 1, on behalf
of said district.

(SEAL)

Notary Public, State of Texas

Name printed or typed

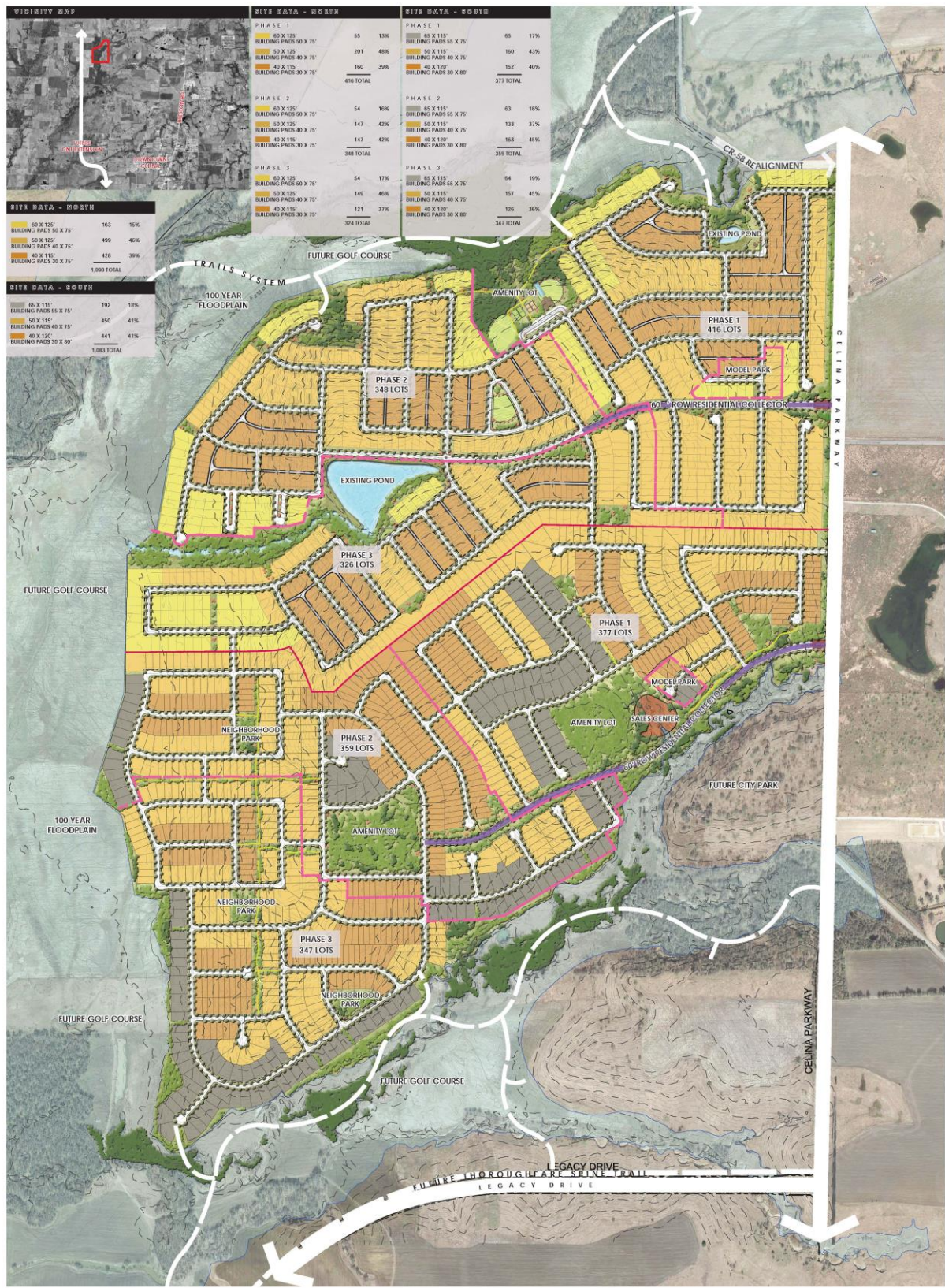
Commission Expires: _____

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)

Attachment 1
Pod 12 Concept Plan
to be Exhibit B-1 of Development Agreement

(see next page)

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)



Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)

Attachment 2
Pod 12 Land Use Standards
to be Exhibit C-1 of Development Agreement

EXHIBIT C-1
POD 12 LAND USE STANDARDS

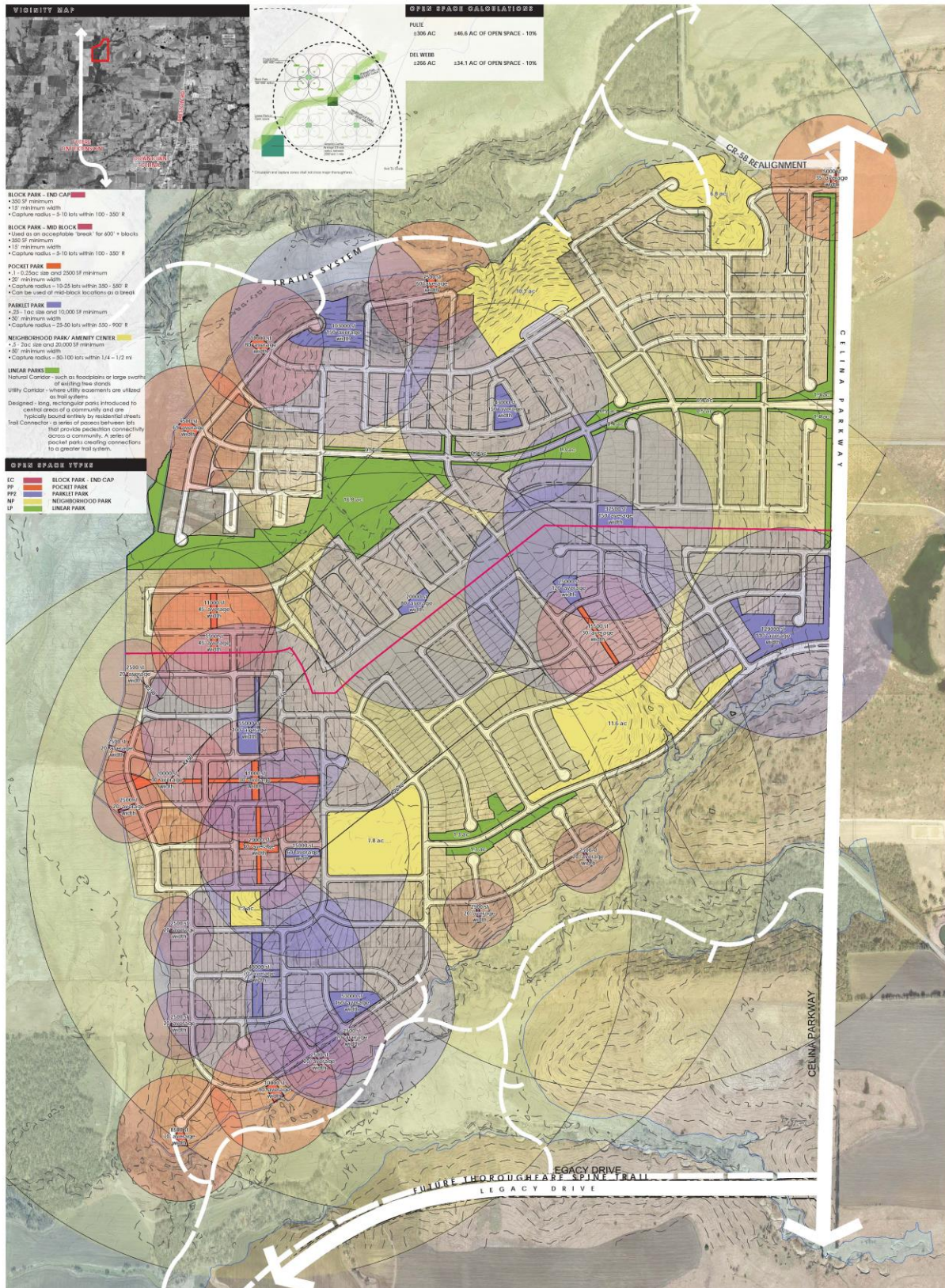
These additional regulations apply only to POD #12, as depicted in **Exhibit B**.

- 1) Del Webb Section (south)
 - a) Up to 45% of the lots may be 40' lots.
 - b) 40' lots can be front-entry with garages facing the street.
 - c) For single-story homes on 40' lots, the garage door face may extend beyond the front façade of the home with no length restriction.
 - (1) Enhanced Garage doors (material will be wood or Hardie) will be carriage-style with coach lights on each side of the garage door
 - d) Lots shall have enhanced landscaping which includes shade trees, shrubs, flowers, street trees, enhanced bushes, ornamental trees near house, and additional tree in back yard.
 - e) All homes are not required to have privacy fencing. If the owner chooses to have privacy fencing, they are allowed to have ornamental or tubular steel fencing to allow for open concept living.
- 2) The Developer shall file in the official land records of the county age deed restrictions or restrictive covenants for the Del Webb community in Pod 12 to effectuate its intended purpose of developing independent senior living. These restrictions are not a part of any of the City's regulations and shall not be enforced by the City.

Attachment 3
Pod 12 Open Space Plan
to be Exhibit F-1 of Development Agreement

(see next page)

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)



Attachment 4
Pod 12 Internal Open Space Improvements
to be Exhibit F-2 of Development Agreement

(see next page)

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)



Attachment 5
Updated Roadway Public Infrastructure
to be Exhibit K of Development Agreement
(see next page)

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)



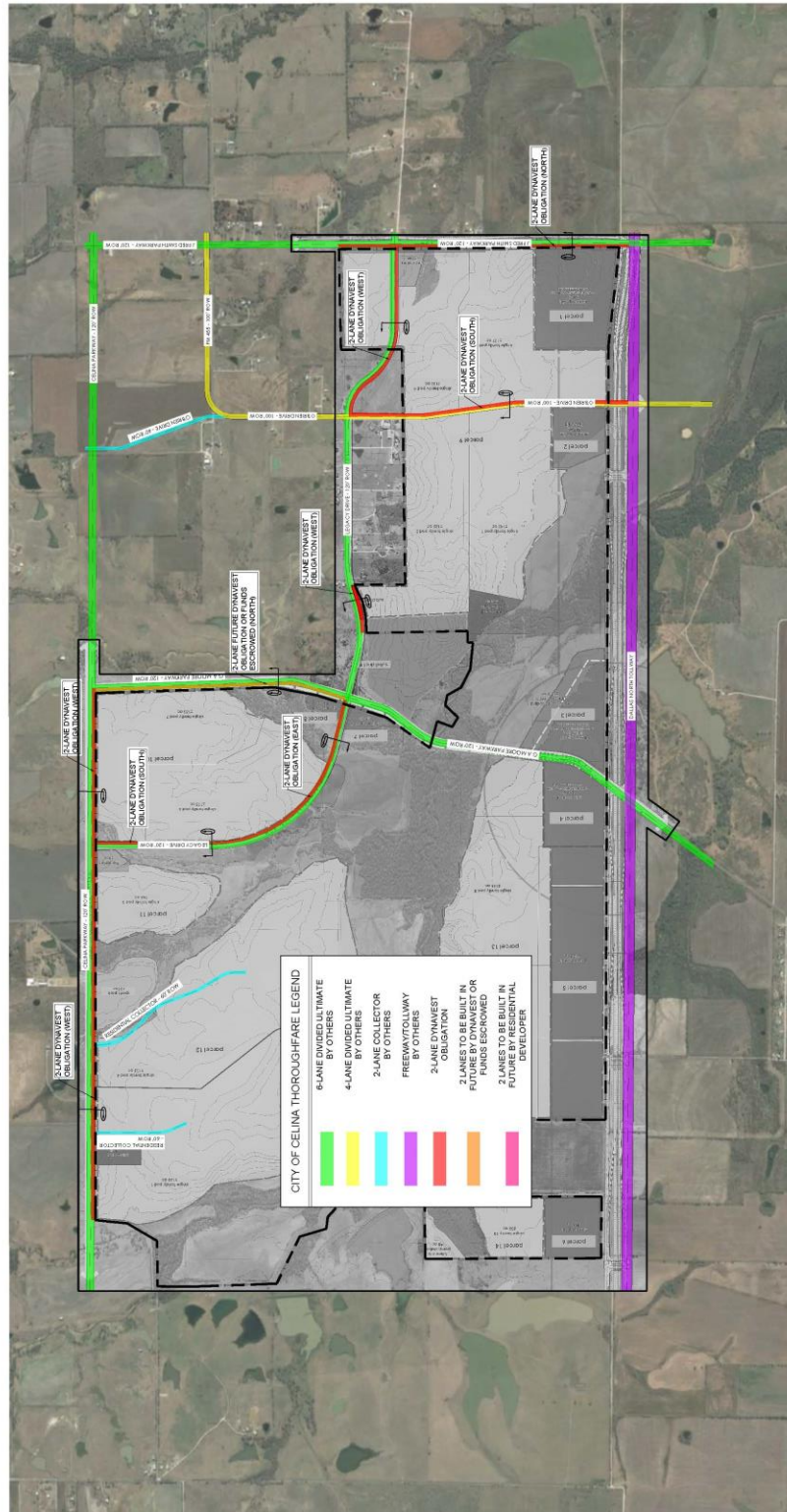
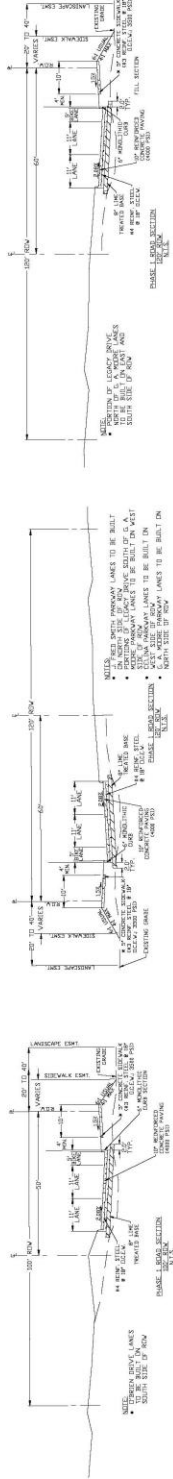
PROJECT
DYNASTY
CENTURION COURT, TEXAS

TITLE
EXHIBIT K -
ROADWAY
PUBLIC
INFRASTRUCTURE

CLIENT
CENTURION
AMERICAN



PROJECT NUMBER
CENTURION
DRAWN BY
DATE
2023/12/20
100%
EXHIBIT K

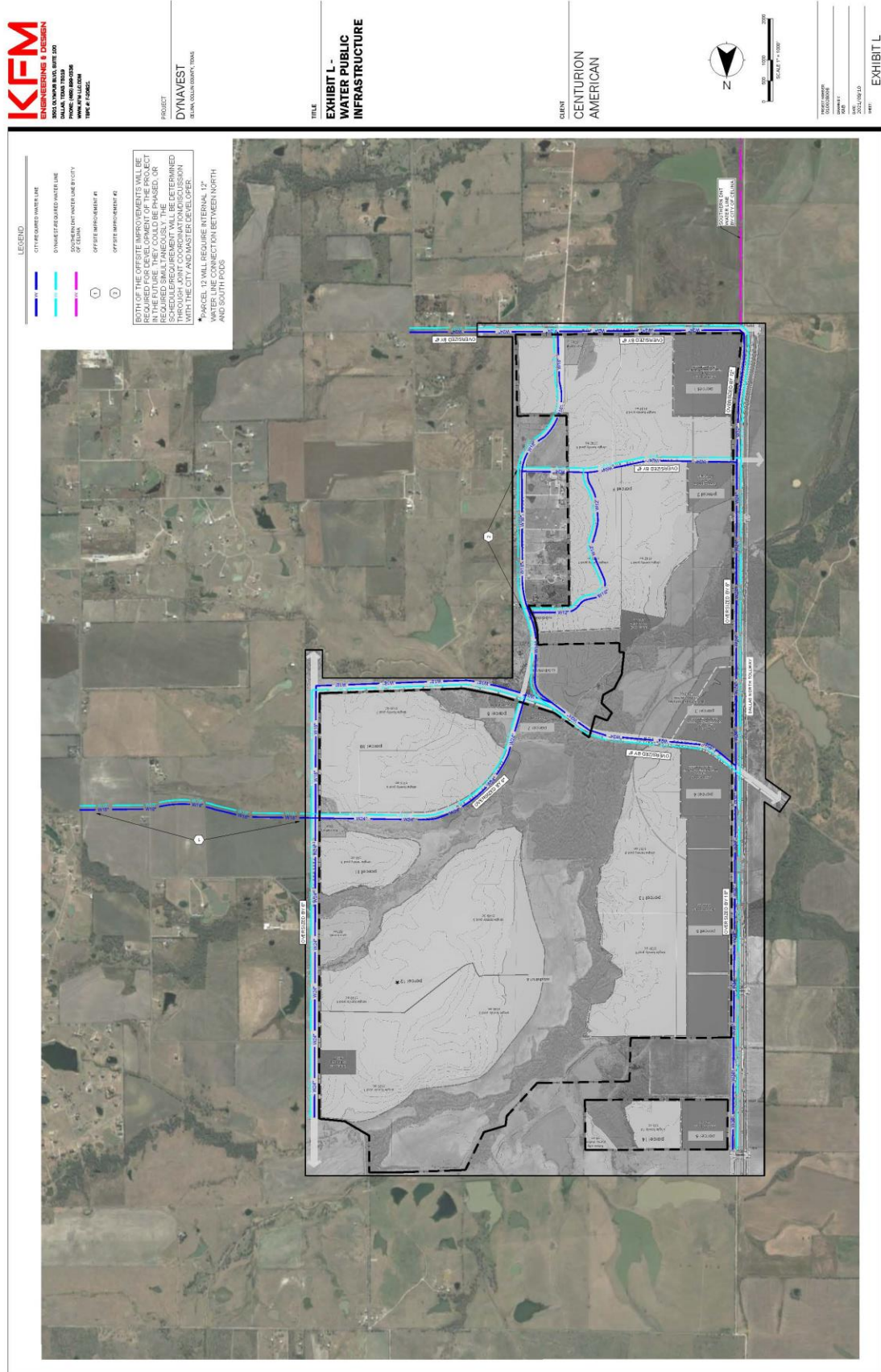


- CITY OF CELINA THOROUGHFARE LEGEND
- 6-LANE DIVIDED ULTIMATE BY OTHERS
 - 4-LANE DIVIDED ULTIMATE BY OTHERS
 - 2-LANE COLLECTOR BY OTHERS
 - FREIGHTWAY/TOLLOUT BY OTHERS
 - 2-LANE DYNASTY OBLIGATION
 - 2-LANES TO BE BUILT IN FUTURE BY DYNASTY OR FUNDS ESCROWED
 - 2 LANES TO BE BUILT IN FUTURE BY INITIAL DEVELOPER

Attachment 6
Updated Water Public Infrastructure
to be Exhibit L of Development Agreement

(see next page)

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)



Attachment 7
Updated Wastewater Public Infrastructure
to be Exhibit M of Development Agreement

(see next page)

Attachment: Draft Agreement (Legacy Hills (Del Webb) – DA 4th Amendment)

PROJECT
DYNAVEST
JELFAR, COLLIN COUNTY, TEXAS

TITLE
EXHIBIT M -
WASTEWATER
PUBLIC
INFRASTRUCTURE

CENTURION
AMERICAN

Source: *Author's calculations*.

B00070010
01000001

Colleen E. HAD

DATE
2022/01/05

EXHIBIT M

