



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, January 22, 2019 AT 5:00 PM**

AGENDA

I. CALL TO ORDER:

II. EXECUTIVE SESSION:

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

- A. Discussion regarding a resolution supporting proposed legislation related to the creation of a Municipal Management District encompassing 386 acres of land located approximately 1 mile northeast of the intersection of FM 428 and FM 1385.
- B. Discussion regarding a resolution authorizing the purchase of certain real property in the downtown area (303 W Beech, 305 W Beech, 307 W Beech, 308 W Maple) utilizing CIP funds dedicated for such purposes.

Reconvene Into Open Session:

- C. Consider and act upon any items discussed in Executive Session

III. 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. Consider and act upon a resolution approving and authorizing the City Manager to execute conveyance documents and other documents necessary to effectuate the transfer of Right of Way property to Collin County to serve a municipal purpose. (Brawner)
- B. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Peloton Land Solutions, Inc. for engineering and surveying services. (Brawner)

IV. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon a development agreement with Celina 557 Partners setting standards for a single-family residential development on an approximately 557 acre tract of land generally located west of FM 2478 (Custer Road), north of Ownsby Parkway, south of Choate Parkway, and east of Coit Road. (Mustang Lakes Expansion Development Agreement)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Master Thoroughfare documents and exhibits. (Thoroughfare Plan Amendments) (Brawner)

V. ADJOURN:

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

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



Vicki Faulkner, TRMC

City Secretary, City of Celina, TX

Date Notice Removed



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
CC: Jason Laumer, City Manager
Date: January 22, 2019
Re:

Action Requested:

Consider and act upon a resolution approving and authorizing the City Manager to execute conveyance documents and other documents necessary to effectuate the transfer of Right of Way property to Collin County to serve a municipal purpose. (Brawner)

Background Information:

Collin County is finalizing right of way acquisition for the first phase of the Outer Loop Construction. Collin County will be constructing the future eastbound service road from east of Preston Road to Dallas Parkway beginning Summer 2019. The proposed resolution transfers the city's right of way on Choate Parkway from Preston Road to approximately 1300 feet west of Preston Road to Collin County to facilitate the Outer Loop construction.

Board Review/Citizen Input:

N/A

Alternatives:

City Council could chose to deny the proposed resolution.

Financial Considerations:

None

Legal Review:

The City's attorney has reviewed the submitted documents and is in concurrence with the documents.

Supporting Documents:

- Celina Special Warranty Deed
- Resolution to Execute

Staff Recommendation:

Staff recommends approval of the resolution.

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

When Recorded, Return To:

Collin County Special Projects
4690 Community Avenue, Ste. 200
McKinney, Texas 75071
Attn: Jeff Durham

**COLLIN COUNTY TOLL ROAD AUTHORITY
SPECIAL WARRANTY DEED**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THAT, THE CITY OF CELINA, TEXAS ("**Grantor**"), a home-rule municipality, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **COLLIN COUNTY TOLL ROAD AUTHORITY**, a political subdivision of the State of Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee all of that certain lot, tract or parcel of land situated in Collin County, Texas, together with all improvements situated thereon and all rights, privileges and appurtenances thereto belonging (the "**Property**"), said lot, tract or parcel of land being Collin County Outer Loop, Segment 3a, Parcel 27, consisting of approximately 0.9724 acres (42,358 sq. ft.) of land out of the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, and more particularly described and/or depicted in **Exhibit "A"** attached hereto and made a part hereof.

This conveyance, however, is made and accepted subject to all validly existing encumbrances (other than mechanics' liens, mortgages, deeds of trust and other monetary liens), conditions and restrictions, relating to the Property whether or not reflected by the records of the County Clerk of Collin County, Texas (collectively, the "**Exceptions to Conveyance and Warranty**").

It is acknowledged and agreed that Grantee is acquiring the Property for the potential construction, maintenance, repair and operation thereon of a Project (as such term is defined in Section 284.001 of the Texas Transportation Code), proposed to be constructed and operated by Grantee, said Project to include the construction of turnpike lanes, service and frontage roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings, all as defined in, permitted by, and in accordance with the provisions of Chapter 284 of the Texas Transportation Code, to all

Attachment: Celina Special Warranty Deed vF (Resolution for Outer Loop ROW)

terms of which Chapter reference is hereby made. The plans, specifications, and grade of any such Project shall be determined by the Grantee at its sole discretion.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever; and Grantor does hereby bind itself, its successors or assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise and except for the Exceptions to Conveyance and Warranty.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Attachment: Celina Special Warranty Deed vF (Resolution for Outer Loop ROW)

EXECUTED this _____ day of _____, 201__.

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

By: _____
Name: _____
Attorney for City

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on THE _____ day of _____,
201____, by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

Notary Public in and for
the State of Texas

My Commission Expires:

Printed Name of Notary

Attachment: Celina Special Warranty Deed vF (Resolution for Outer Loop ROW)

Exhibit "A"

EXHIBIT "A"

COUNTY: COLLIN
 HIGHWAY: COLLIN COUNTY OUTER LOOP
 SEGMENT 3a

PAGE 1 OF 4
 DATE: JULY 25, 2016

DESCRIPTION FOR PARCEL 27

BEING A 0.9724 ACRES TRACT OF LAND, MORE OR LESS, IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND BEING A PART OF THAT DEED CALLED 0.746 ACRES TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF CELINA RECORDED IN VOLUME 5651, PAGE 2611 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), SAID 0.9724 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" CAPPED IRON ROD FOUND (CIRF) STAMPED "HALFF & ASSOC" FOR THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO TXI OPERATIONS, LP RECORDED IN VOLUME 4557, PAGE 2627 O.P.R.C.C.T., SAME BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DEDICATED TO CITY OF CELINA, TEXAS, WITH A WIDTH OF 48.5 FEET, RECORDED IN VOLUME 4557, PAGE 2627 O.P.R.C.C.T., ALSO BEING IN THE WESTERLY LINE OF TRACT OF LAND DESCRIBED IN DEED TO CELINA 79 PARTNERS RECORDED IN INSTRUMENT NO. 20130522000697070 O.P.R.C.C.T.;

THENCE NORTH 00 DEGREES 38 MINUTES 18 SECONDS WEST ALONG THE EASTERLY LINE OF SAID 48.5 FEET WIDE DEDICATION TO CITY OF CELINA TRACT, SAME BEING THE COMMON WESTERLY LINE OF SAID CELINA 79 PARTNERS TRACT, PASSING A 1/2" CIRF STAMPED "BH&C" AT A DISTANCE OF 20.61 FEET, CONTINUING IN ALL A TOTAL DISTANCE OF 34.35 FEET TO A 1/2" CIRF STAMPED "PEISER MANKIN SURV" BEING THE SOUTHWEST CORNER OF SAID 0.746 ACRE CITY OF CELINA TRACT, SAME BEING THE NORTHWEST CORNER OF SAID CELINA 79 PARTNERS TRACT, ALSO BEING IN THE SOUTHERLY PROPOSED ROW LINE OF COLLIN COUNTY OUTER LOOP (CCOL), AND FURTHER BEING THE **POINT OF BEGINNING**, HAVING A COORDINATE OF NORTH 7,158,903.20, EAST 2,491,882.15;

- 1) THENCE NORTH 00 DEGREES 33 MINUTES 08 SECONDS WEST ALONG THE WESTERLY LINE OF SAID 0.746 ACRE CITY OF CELINA TRACT AND THE COMMON EASTERLY LINE OF SAID 48.5 FEET DEDICATION TO CITY OF CELINA TRACT, AND ALONG THE EASTERLY LINE OF A 0.583 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF CELINA, TEXAS RECORDED IN VOLUME 5573, PAGE 1507 O.P.R.C.C.T., A DISTANCE OF 35.65 FEET TO A 5/8" CAPPED IRON ROD SET STAMPED "LAMB-STAR" (CIRS) BEING THE NORTHWEST CORNER OF SAID 0.746 ACRE CITY OF CELINA TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 0.583 ACRE CITY OF CELINA, ALSO BEING IN THE SOUTHERLY LINE OF A 9.426 ACRE TRACT OF LAND DESCRIBED IN DEED TO STERLING TRUST COMPANY, CUSTODIAN FBO SHERESE GLENDENNING, ACCOUNT #073383 RECORDED IN VOLUME 6003, PAGE 3946 O.P.R.C.C.T., AND FURTHER BEING THE APPROXIMATE CENTERLINE OF COUNTY ROAD 53 (CR53);

Attachment: Celina Special Warranty Deed vF (Resolution for Outer Loop ROW)

EXHIBIT "A"

COUNTY: COLLIN
 HIGHWAY: COLLIN COUNTY OUTER LOOP
 SEGMENT 3a

PAGE 2 OF 4
 DATE: JULY 25, 2016

DESCRIPTION FOR PARCEL 27

- 2) THENCE NORTH 89 DEGREES 37 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID 0.746 ACRE CITY OF CELINA TRACT, AND THE COMMON SOUTHERLY LINES OF SAID 9.426 ACRE STERLING TRUST COMPANY TRACT, A 5.5 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD RECORDED IN INSTRUMENT NO. 20060413000494090 O.P.R.C.C.T., AND A 5.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO YU CHEN KUO RECORDED AS TRACT 2 IN INSTRUMENT NO. 20131231001700870 O.P.R.C.C.T., AND ALSO BEING THE APPROXIMATE CENTERLINE OF CR53, A DISTANCE OF 1293.79 FEET TO THE NORTHEAST CORNER OF SAID 0.746 ACRE CITY OF CELINA TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 5.00 ACRE YU CHEN KUO TRACT, ALSO BEING IN THE WESTERLY ROW LINE OF STATE HIGHWAY 289 (PRESTON RD)(A VARIABLE WIDTH ROW)(SH289);
- 3) THENCE SOUTH 02 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF SAID 0.746 ACRE CITY OF CELINA TRACT, AND THE COMMON WESTERLY ROW LINE OF SH289, A DISTANCE OF 29.82 FEET TO THE SOUTHWEST CORNER OF SAID 0.746 ACRE CITY OF CELINA TRACT, SAME BEING THE NORTHEAST CORNER OF SAID CELINA 79 PARTNERS TRACT;
- 4) THENCE SOUTH 89 DEGREES 21 MINUTES 43 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID 0.746 ACRE CITY OF CELINA TRACT AND THE COMMON NORTHERLY LINES OF SAID CELINA 79 PARTNERS TRACT, PASSING A CIRS AT A DISTANCE OF 135.00 FEET, CONTINUING IN ALL A TOTAL DISTANCE OF 1294.54 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.9724 ACRES [42,358 SQUARE FEET] OF LAND, MORE OR LESS.

Attachment: Celina Special Warranty Deed vF (Resolution for Outer Loop ROW)

EXHIBIT "A"

COUNTY: COLLIN
 HIGHWAY: COLLIN COUNTY OUTER LOOP
 SEGMENT 3a

PAGE 3 OF 4
 DATE: JULY 25, 2016

DESCRIPTION FOR PARCEL 27

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE FROM AN ON THE GROUND SURVEY PERFORMED BY LAMB-STAR ENGINEERING FROM JULY TO NOVEMBER OF 2013 AND JUNE TO JULY OF 2015, WITH THE SET ROW MONUMENTATION COMPLETED ON JULY 25, 2016 UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202), ALL DISTANCES AND COORDINATES SHOWN ARE SCALED USING A SURFACE ADJUSTMENT FACTOR OF 1.00015271.

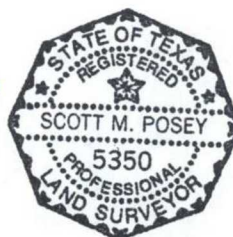
COORDINATE VALUES DERIVED USING THE WESTERN DATA SYSTEM VRS NETWORK.

RESEARCH FOR PROPERTY RECORDING INFORMATION SHOWN HEREON WAS PERFORMED BY LAMB-STAR ENGINEERING IN JUNE OF 2015.

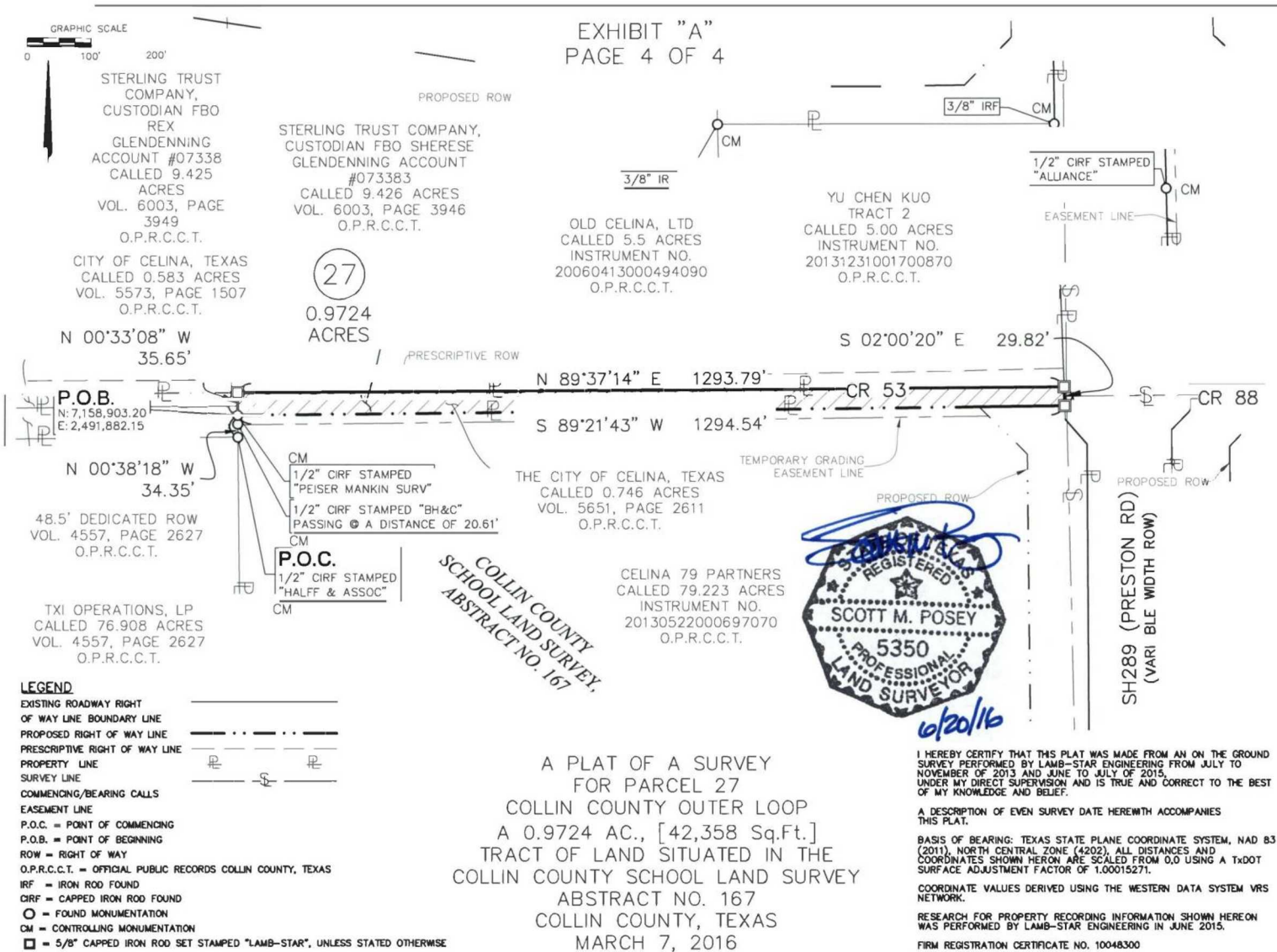
A PLAT OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS DESCRIPTION.


 SCOTT M. POSEY
 TEXAS REGISTRATION NO. 5350

LAMB-STAR ENGINEERING, L.P.
 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093
 PH. (214) 440-3600
 FIRM REGISTRATION CERTIFICATE NO. 10048300
 JULY 25, 2016



Attachment: Celina Special Warranty Deed vF (Resolution for Outer Loop ROW)



COLLIN COUNTY OUTER LOOP SEGMENT 3a

Attachment: Celina Special Warranty Deed vF (Resolution for Outer Loop ROW)

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONVEYANCE DOCUMENTS AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSFER OF RIGHT-OF-WAY PROPERTY TO COLLIN COUNTY TO SERVE A MUNICIPAL PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Celina, Texas (the “City”) is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City’s Charter; and

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to execute deeds and contracts on behalf of the City when authorized by ordinance or resolution of the City Council, and approved as to form by the City Attorney; and

WHEREAS, the City Council of the City of Celina, Texas (the “City Council”) has determined that it is in the best interest of the citizens of the City to convey right-of-way described in Exhibit “A” to Collin County, Texas (“County”), an abutting property owner and a governmental entity who has the power of eminent domain (“Property”); and

WHEREAS, Section 272.001(b)(1) and (b)(5) of the Texas Local Government Code exempts the sale of real property from competitive procurement requirements and receipt of fair market value in limited circumstances, which the City Council finds applicable in this transaction of the conveyance of right-of-way to Collin County; and

WHEREAS, the City Council finds and determines it prudent and necessary to authorize the City Manager to negotiate and execute all documents necessary to effectuate such transfer of property to the County for a road project.

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

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

SECTION 2: Authorization to Execute Documents. That the City Manager is authorized to execute the attached deed in Exhibit “A” on behalf of the City of Celina to Collin County, Texas, and further the City Manager is authorized to execute any other documents required to convey the property interest reflected in Exhibit “A”.

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

PASSED AND APPROVED this the ____ day of _____, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Resolution to execute ROW deed 12 18 (Resolution for Outer Loop ROW)

EXHIBIT “A”

Deed

Attachment: Resolution to execute ROW deed 12 18 (Resolution for Outer Loop ROW)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Catherine Oduro, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: January 22, 2019
 Re: MSA with Peloton Land Solutions, Inc.

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Peloton Land Solutions, Inc. for engineering and surveying services. (Brawner)

Background Information:

This agreement shall provide Professional Engineering Services for various City of Celina Departments in compliance with the “Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure” of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project, shall be determined by City personnel or by mutual agreement between the City and Engineer. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annual renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:

N/A

Alternatives:

City Council could choose to not approve the attached MSA.

Financial Considerations:

None

Legal Review:

The MSA is a standard contract form that has been previously approved by City Council.

Supporting Documents:

Master Services Agreement

Staff Recommendation:

Staff recommends approval of the proposed MSA.

MASTER SERVICES AGREEMENT Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between **Peloton Land Solutions, Inc.**, a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is **9800 Hillwood Parkway, Suite 250, Fort Worth, Texas 76177**, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity ("IDIQ") basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1 Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis and direct expense costs shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned and direct expenses incurred to date and the amount due and payable, including fees and direct expenses, as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 3.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5 Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6 Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in the Request for Proposal.

Article 7 Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8 Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10177700.

Article 10 Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11 Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12

Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER as an additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13

Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 17 Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18 Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19 Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement 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.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

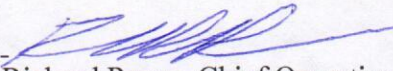
Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED the ____ day of _____, 2018.

OWNER:
City of Celina, Texas

CONSULTANT:
Peloton Land Solutions, Inc.

By:
Sean Terry, Mayor

By: 
Richard Payne, Chief Operating Officer

Attest:
City Secretary

Attest: _____.

APPROVED AS TO FORM:

City Attorney

Attachment: Celina-Peloton MSA 2019.01.15 (MSA - Peloton)

EXHIBIT "A"

UNIT PRICE SCHEDULE

Classification	Bill Rate Per Hour (Not Including OT)
Project Principal	\$230 - 275
Sr. Project Manager	\$200 - 230
Project Manager	\$155 - 200
Sr. Civil Engineer	\$160 - 235
Civil Engineer	\$120 - 160
Civil Designer	\$95 - 155
Engineer-In-Training	\$95 - 120
Intern	\$50 - 65
Sr. Planner	\$125 - 165
Planner	\$75 - 125
CADD Technician	\$50 - 105
Sr. Survey RPLS	\$175 - 220
Survey RPLS	\$125 - 175
Sr. Survey Technician	\$120 - 150
Survey Technician	\$50 - 90
Survey Crew (2 Man)	\$130 - 175
Survey Crew (1 Man)	\$75 - 105
Sr. Environmental Scientist	\$130 - 190
Environmental Scientist	\$80 - 130
Certified Arborist	\$150 - 170
GIS Specialist	\$120 - 175
Landscape Architect	\$100 - 160
Administrative Assistant	\$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto)	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	\$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: January 22, 2019
 Re: Mustang Lakes Expansion Development Standards

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a development agreement with Celina 557 Partners setting standards for a single-family residential development on an approximately 557 acre tract of land generally located west of FM 2478 (Custer Road), north of Ownsby Parkway, south of Choate Parkway, and east of Coit Road. (Mustang Lakes Expansion Development Agreement)

Owner:

Celina 557 Partners, LP
 8750 N. Central Expressway, Suite 1735
 Dallas, TX 75231

Background Information:

The proposed development agreement establishes the responsibilities and obligations of both the developer and City. In addition, the agreement determines the level of city participation on various aspects of the development. The applicant is proposing to annex approximately 557 acres into the City to facilitate the construction of a single-family residential community located west of Custer Road, north of Ownsby Parkway, south of Choate Parkway, and east of Coit Road.

The development, called Mustang Lakes Brinkmann Addition, will include approximately 63 acres mixed use along Choate Parkway and 462 acres single-family. This development will have eight phases, with mixed use development being the eighth phase.

Eight lot types will be built ranging from 2,400 square feet to 5,500 square feet.

Board Review/Citizen Input:

At the regular meeting held on January 15, 2019, the Planning & Zoning Commission voted unanimously to recommend approval of pre-annexation development agreement, as presented by staff.

A notice of the public hearing was published in *The Celina Record* on December 28, 2018. Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property.

Legal Review:

The City Attorney has reviewed the Development Agreement and deemed it acceptable for form.

Supporting Documents:

Staff Presentation

Location Map

Development Agreement

Staff Recommendation:

Staff recommends approval.

Mustang Lakes Expansion

Development Agreement

City Council

January 22, 2019

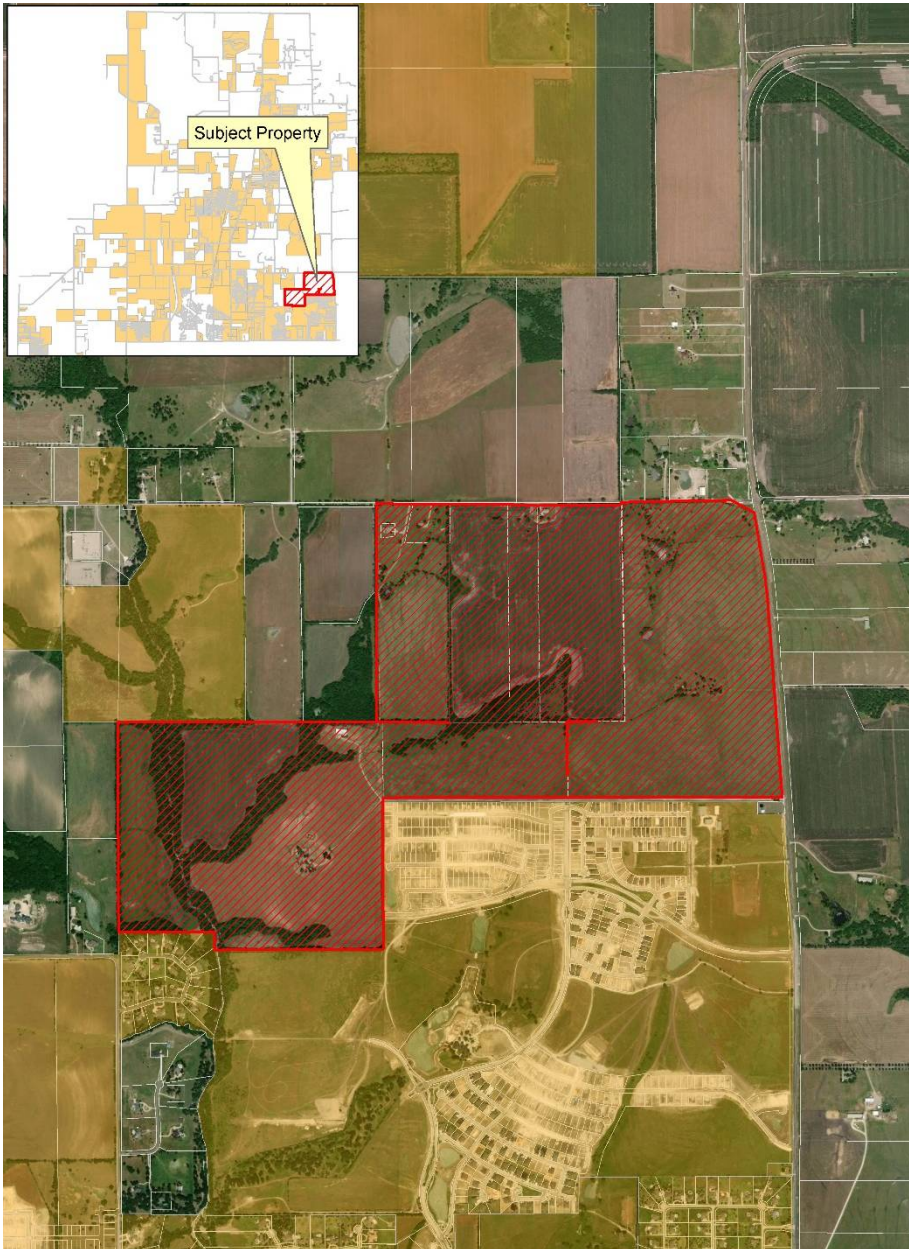
Attachment: Staff Presentation (Mustang Lakes Expansion)



Background

- Celina 557 Partners is proposing to expand the existing Mustang Lakes community
- Recently named North Texas' 2018 master planned community of the year
- The subject property sits on 557 acres in Celina's ETJ
- The tract will be annexed into the City and zoned following approval of the Development Agreement





Location Map

- The subject property is generally located north of existing Mustang Lakes, south of Choate Parkway, and west of Custer Road

Project Overview

- The development proposes to continue the existing Mustang Lakes branding and quality
- Also continues the existing lot mix of mostly 50s-60s-70s, with allowances for 1 acre and townhomes as well (8 lot types)
- Mixed Use neighborhood at the southwest corner of Choate Parkway and Custer Road



Project Overview

- Extensive trail network proposed
- 10' perimeter sidewalks
- Enhanced landscaping, open space, amenities, and ponds
- Strict architectural control regulations
- Attractive screening & buffering

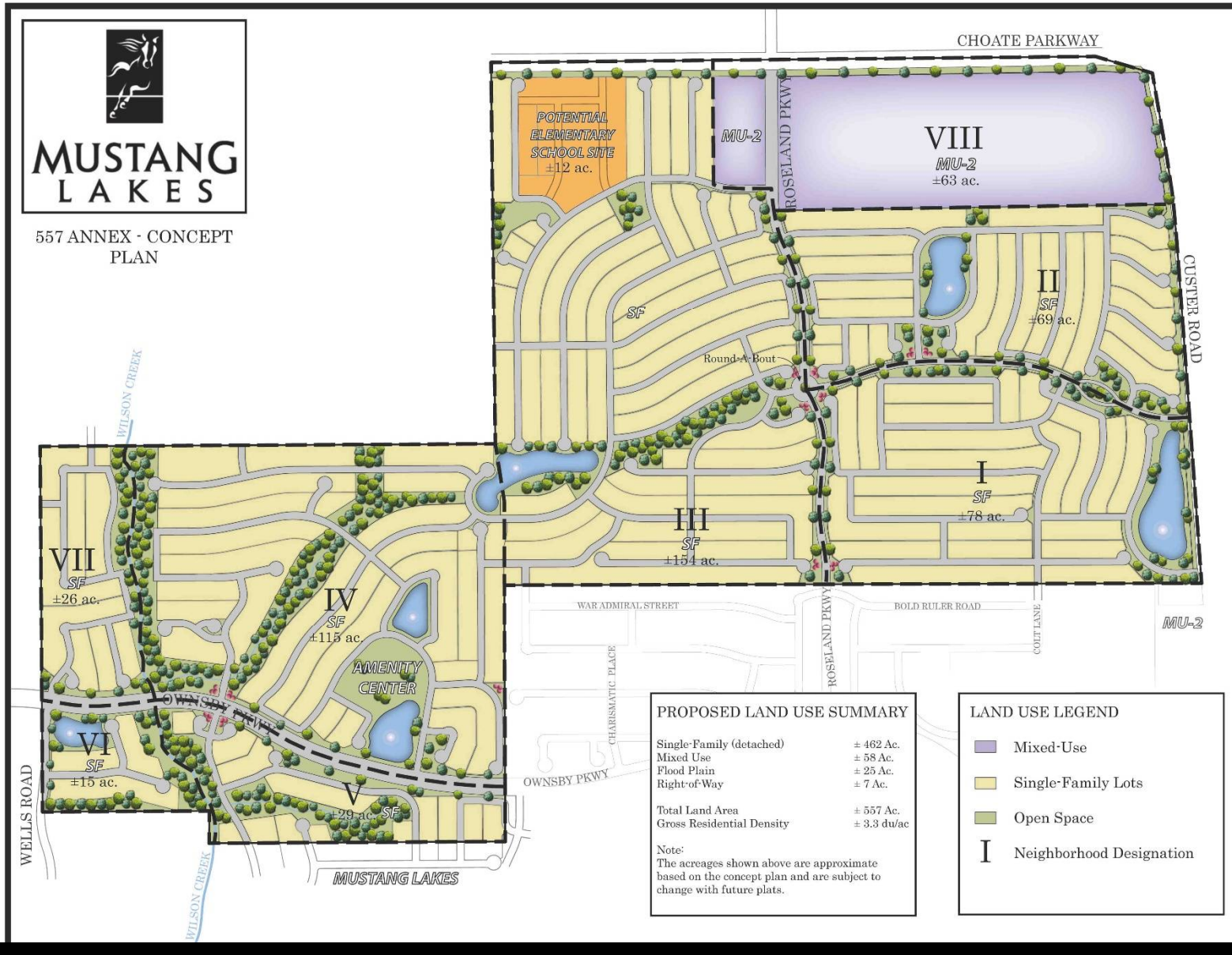


Project Overview

- Developer agrees to donate land for Celina ISD elementary school
- Development Agreement allows for the creation of a Public Improvement District (PID) to help fund infrastructure associated with the project
- Increased capital recovery fees since the original project
- Developer agreed to installing an outdoor warning system



Concept Plan



Lot Mix Overview

- Market based with flexibility to respond
- Maximum of 1,750 single family lots
- Minimum of 150 larger lots
- 50' wide lots capped at 600 lots
- Any townhomes must be rear entry



Mixed Use Overview

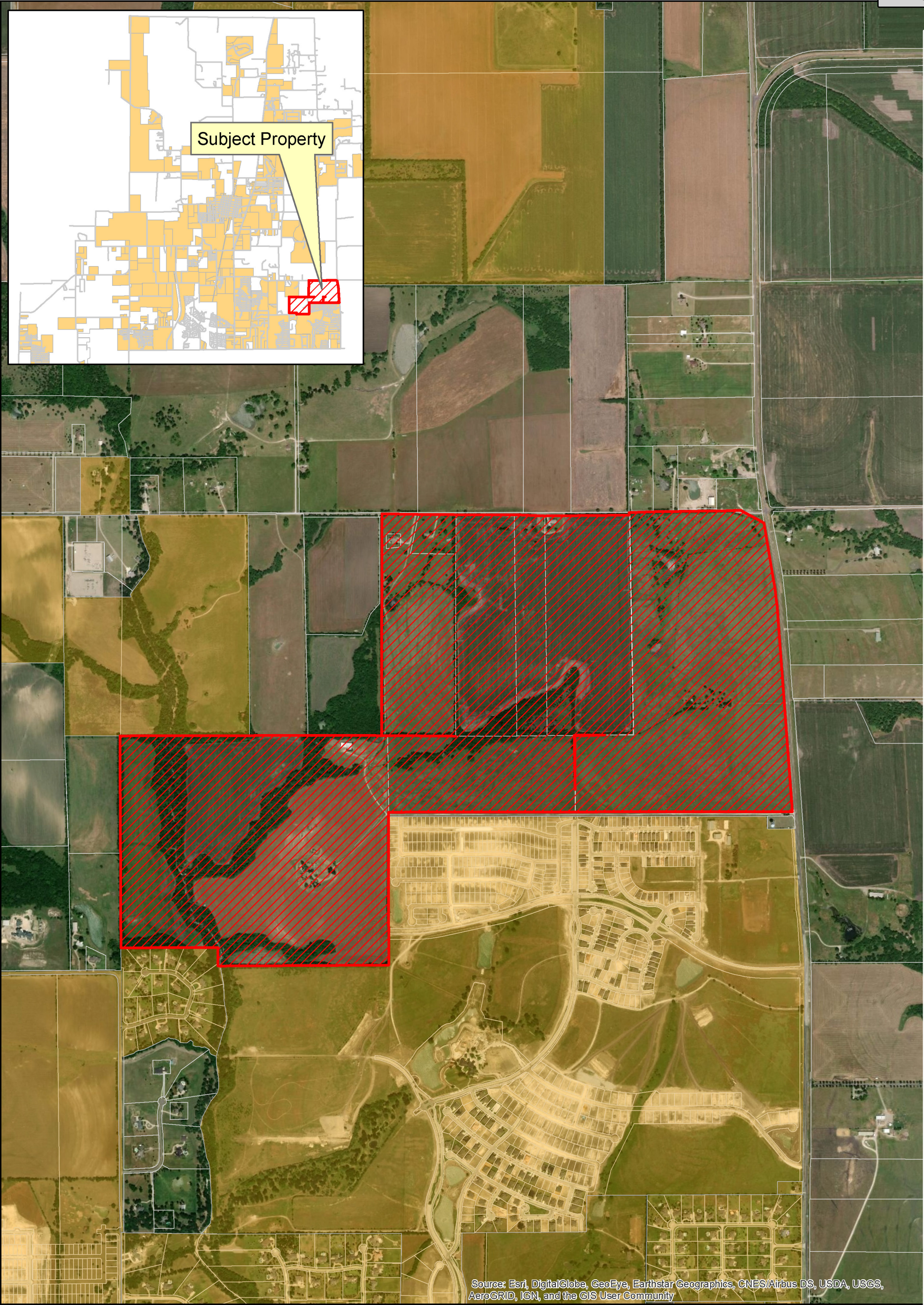
- 63 acres at SWC of Choate/Custer
- Market based with flexibility to respond
- Commercial element has a minimum of 20 acres
- Multi-Family element restricted to 625 units maximum and must be “urban edge” with parking on the interior of the site with the buildings pushed toward the street

Roadway Overview

- Dedicating half of the ultimate right-of-way for Choate Parkway (6-lane) to the north and Custer Road (6-lane) to the east
- Constructing Ownsby (4-lane) west to Wells
- Constructing Roseland (4-lane) north to Choate
- Additional interim improvements on all asphalt sections at time of development
- Significantly helps connect the City's southeast quadrant area

Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission unanimously recommended approval of the proposed DA at its regular meeting on January 15th
- One (1) person spoke with general questions during the public hearing
- An amendment to the Master Thoroughfare Plan is also on the agenda to be considered concurrently
- Staff recommends approval as presented



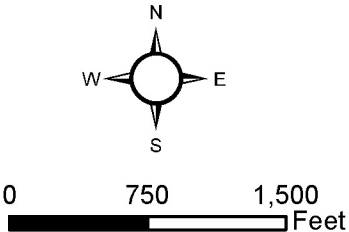
Attachment: Location Map (Mustang Lakes Expansion)



Mustang Lakes Expansion Location Map

Date: 12/17/2018

- Legend**
- Mustang Lakes Expansion
 - City Limits
 - Parcels



MUSTANG LAKES BRINKMANN ADDITION DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Celina 557 Partners, L.P., a Texas limited partnership (the "Owner"), 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").

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner 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, the Owner owns an approximate 556.836 acre tract of land (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described by metes and bounds on Exhibit A and depicted on Exhibit B; and

WHEREAS, the Owner intends to develop the Property as a master planned residential development, consisting of approximately 1,750 single-family homes, and including some commercial uses; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and 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, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed (the "Development") in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as Exhibit C, and the development standards set forth in those certain proposed development zoning standards (the "Development Standards"), attached hereto as Exhibit D; and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property; and

Attachment: Development Agreement (Mustang Lakes Expansion)

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to provide economic incentives for the development of the Property, the City has agreed to set the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Parties have agreed upon a fixed payment for Park Fees, which includes recreation and open space, to be collected upon the issuance of a residential unit's building permit, not to exceed \$1,500.00 per residential dwelling unit, in lieu of any dedications of land; and

WHEREAS, the Parties have agreed upon a fixed payment for Technology Fees to be collected upon the issuance of a residential unit's building permit, not to exceed \$500.00 per residential dwelling unit, in lieu of any infrastructure construction or installation requirements; and

WHEREAS, in exchange for being exempt from the City's outdoor warning device fee required by City ordinance, the Parties have agreed upon a fixed payment for Outdoor Warning Device Fees to be collected contemporaneously with the funding of the Initial Issuance, not to exceed \$40,000.00 in total; and

WHEREAS, the City holds or will hold the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, the Development may require certain perimeter, off-site and thoroughfare road improvements (collectively, the "Perimeter Road Improvements") which shall be limited to (a) a 29 foot pavement section of Wells Road from Ownsby Parkway to CR 84 as shown on the Concept Plan, (b) the southernmost two lanes of Choate Parkway (to be a six lane future roadway with a total of 120' of right of way) adjacent to and within the Property and east of Roseland Parkway, and (c) those improvements necessary for turning movements into and out of the Property along FM 2478 (Custer Road); and

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

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City; 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;

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 Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"); and

WHEREAS, following receipt of a petition requesting a public improvement district from the Owner, the City will hold a public hearing and create a Public Improvement District consisting of the Property (the "PID") for the purpose of financing Public Infrastructure that confer a special benefit on the Property; and

WHEREAS, the City supports the Development and will consider plats of all or a portion of the Property in general accordance with the Concept Plan, applicable City Regulations and this Agreement; and

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

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code.

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 II

GENERAL TERMS AND DEFINITIONS

2.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

2.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Assignee is defined in Section 9.1.

Bank Qualified Debt Fee is defined in Section 7.3(a).

Capital Recovery Fees is defined in Section 4.1.

CCNs mean certificates of convenience and necessity.

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/or ETJ, and as are applicable to the Development.

Concept Plan means the concept plan as shown in **Exhibit C**.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 10.1.

Initial Issuance is defined in Section 7.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Park Fees means the fees paid in lieu of a donation of property to be used as a park, as more specifically defined in Section 4.1.

Parties means the Owner and the City.

Party means the Owner or the City.

Perimeter Road Improvements is defined in the Recitals.

Petition Property is defined in Section 6.1.

PID means the Public Improvement District consisting of the Property.

PID Act means Chapter 372 of the Texas Local Government Code, as amended.

PID Bond Fee is defined in Section 7.2.

PID Bonds is defined in Section 7.2.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

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 Perimeter Road Improvements.

School Site is defined in Section 7.1(h).

ARTICLE II **PUBLIC INFRASTRUCTURE**

2.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Owner 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 of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The City agrees that no perimeter roadway improvements are required to be escrowed, constructed or improved by Owner as part of the development of the Property, other than the Perimeter Road Improvements, each of which shall be constructed or improved only as the adjacent development within the Property occurs; provided, however, with respect to the Choate Parkway Perimeter Road Improvements, such improvements shall be constructed in connection with the development of any portion of Neighborhoods II or VIII as shown on the Concept Plan. Notwithstanding the foregoing to the contrary, Owner will utilize good faith, commercially reasonable efforts to construct, or escrow funds with the City, for its required two lanes of Choate Parkway if the City receives matching funds from another source to build four lanes of Choate Parkway. Punk Carter Parkway will extend to, but not across or within, the Property and Owner has no responsibility for the construction or improvement thereof, or any escrow of funds pertaining to same.

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.

(c) No Release. The City's inspections shall not release the Owner 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 development of the Property.

(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 by the Owner 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 Owner, 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 Owner or the Owner'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 Owner related to the Property shall meet the requirements of the City Regulations.

2.3 Eminent Domain. The Owner 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, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and rights-of-way, 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. Unless otherwise set forth in this Agreement to the contrary, including, without limitation, Section 7.2(a) below, the Owner 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, the Owner 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 the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow

funds will be refunded to the Owner 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. Except as expressly provided to the contrary in this Agreement regarding Wells Road, no offsite easements or rights-of-way are currently contemplated or required in connection with the Development.

2.4 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, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be governed by the City Regulations.

2.5 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for roadway or water/sewer line improvements at the time of adjacent development, or at the time the City requests same for a CIP project, along FM 2478 (Custer Road), Choate Parkway, Roseland Parkway, Ownsby Parkway or Wells Road so long as the request conforms with the City approved Concept Plan and Development Standards, and does not impair development of the lots as contemplated by the City approved preliminary plat for the Development.

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations, except to the extent that this Agreement, the Concept Plan or the Development Standards may vary from those terms, the terms of this Agreement, the Concept Plan and the Development Standards shall control in that order. To the extent the Concept Plan varies from the City's Thoroughfare Plan, the Concept Plan shall control.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the project. 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.

3.2 Development Standard Revisions. The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; and (d) a reduction in off-street parking of five percent (5%) or less. The City Council may permit exceptions to strict compliance with the Development Standards when the Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

3.3 Re-plat. The Owner may submit a re-plat for all or any portion of the Property. Any re-plat shall be in general conformance with the Concept Plan, including any amendments.

3.4 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 Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

ARTICLE IV **DEVELOPMENT PROCESS AND CHARGES**

4.1 Capital Recovery Fees. Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City, except for outdoor warning device fees or as altered in a development agreement for other property. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways, park fees, technology fees 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 (the "Park Fees"), (ii) technology fees in an amount not exceeding \$500 per residential dwelling unit, and (iii) capital recovery fees of (a) \$2,000 per lot for each lot within the first phase of the Development separately for each of water, sewer and roadway (\$6,000 per lot total), (b) \$2,250 per lot for each lot within the second phase of the Development separately for each of water, sewer and roadway (\$6,750 per lot total), and (iii) \$2,500 per lot for each lot within the remaining phases of the Development separately for each of water, sewer and roadway (\$7,500 per lot total) (collectively, the "Capital Recovery Fees"). The Capital Recovery Fees apply to all residential lots including those residential lots developed within Neighborhood VIII. Non-residential lots developed within Neighborhood VIII will be charged those capital recovery fees due and payable to the City in connection with the development of Neighborhood VIII that are charged uniformly to other developments located in the corporate limits of the City at the time such non-residential lots are developed. All Park Fees shall be deposited into a segregated account and use restricted for the purpose stated in Section 4.3 of this Agreement. For purposes of this Agreement, multi-family uses are considered non-residential.

4.2 Outdoor Warning Device. In exchange for being exempt from the City's outdoor warning device fee required by City ordinance, the Owner agrees to pay the City, contemporaneously with the funding of the Initial Issuance, a one-time fee in the amount of \$40,000 to be used by the City solely for the purpose of installing outdoor warning devices. The City agrees that no outdoor warning device will be placed anywhere on the Property.

4.3 Use of Park Fees. Unless requested otherwise by Owner in writing, the City shall deposit the Park Fees into a segregated account and shall use such fees for the sole purpose of planning and developing the 100-acre City Park adjacent to the development known as The Parks at Wilson Creek.

4.4 INDEMNIFICATION AND HOLD HARMLESS.

(a) **THE OWNER 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 OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER 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 OWNER 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, GRANTEES, 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. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.**

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER 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 OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER 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 OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

(c) THIS SECTION 4.5 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 OWNER.

4.6 THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY MONETARY OR LAND USE DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC INFRASTRUCTURE 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 OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) THE OWNER HEREBY AGREES 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 OWNER FOR SUCH LAND, AND THE OWNER 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 OWNER 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 4.6 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. 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 ten (10) days of being requested to do so by the City, which shall not be earlier than six (6) months, nor later than one (1) year, after Owner's acquisition/closing, Owner agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"). Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. The annexation service plan for the Property shall be consistent with the terms of this Agreement. 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, Owner shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, an annexation service plan which service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner. Owner acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, the 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. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner 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 City agrees that this Agreement shall control as to the Owner, however, the Owner agrees that nothing in this Agreement shall prevent the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

Attachment: Development Agreement (Mustang Lakes Expansion)

ARTICLE VII

INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, 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 Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue PID Bonds.

(a) The Owner will submit a PID creation petition to the City on or before June 30, 2019.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties.

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

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Owner will jointly determine the PID Project Costs (which may include City right-of-way acquisition 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.

(f) After the Initial Issuance, no additional PID assessments will be levied unless and until the average tax appraised value of all homes for which the City has issued a certificate of occupancy within the first phase of the Development equals or exceeds \$250,000.

(g) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID

Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

(h) Prior to or contemporaneously with the Initial Issuance, Owner will donate to Celina ISD an elementary school site within the Development of approximately 12 acres in size (the “School Site”), provided that the donation deed shall provide that the School Site will revert back to Owner for development of single family lots as shown in the Concept Plan if an elementary school is not under construction prior to the fifth anniversary of the later of (i) conveyance of the School Site to Celina ISD, or (ii) the date on which the School Site has access to water, sewer and drainage utilities and to a public roadway.

7.2 PID Bond Fee.

(a) In consideration for the City’s assistance and cooperation in connection with the issuance by the City of PID bonds for any part of the Development (“PID Bonds”), the Owner agrees to pay the City, contemporaneously with the funding of the initial offering of PID Bonds (the “Initial Issuance”), a one-time fee in the amount of \$500,000 (the “PID Bond Fee”) to be used by the City exclusively for the purpose of, at Owner’s option, designing and constructing (i) Ownsby Parkway from the westernmost Property line westward to Coit Road, or (ii) Wells Road from Ownsby Parkway southward to CR 84. The construction costs will include, without limitation, the costs of right-of-way acquisition, design and engineering. The PID Bond Fee shall be deposited into a segregated account, use restricted for the purpose stated in this Section 7.2(a) and utilized first for such purpose prior to the use of the Owner’s funds for such purpose. Without further agreement of the City, the City shall have no obligation for any such construction costs beyond the utilization of the PID Bond Fee as aforesaid.

(b) As part of the Public Infrastructure and in further consideration for the PID Bond Fee, the City will agree to purchase some or all of the major improvement rights-of-way within the Property at appraised fair market value utilizing the proceeds derived from the Initial Issuance. The major improvement rights of way may include (but without limitation) the on-site portions of Roseland Parkway, Ownsby Parkway, Choate Parkway, Wells Road and the east-west right of way from Roseland Parkway to FM 2478 (Custer Road).

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 Owner 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 Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield) 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 Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Owner, 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 Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the 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 Owner from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Property, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall

require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. 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 Owner to Successor Owners.

(a) Owner 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 Owner under this Agreement, to any person or entity (an "Owner 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 Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner 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 Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner 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 an Owner 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 Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner 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, Owner shall not be released until the City receives such copy of the assignment.

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

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner 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 Owner, but upon prior written Notice to Owner) 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 Owner 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 Owner 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, Owner agrees 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 Owner within 15 days after execution, the City shall not be released until Owner receives 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 Owner approves 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 Encumbrance by Owner and Assignees. Owner and Owner 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 "Owner" and have all of the obligations of the Owner 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 Collin County. 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, 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 Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner’s requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 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

Attachment: Development Agreement (Mustang Lakes Expansion)

With a copy to: Attn: Julie Fort
 Messer, Rockefeller & Fort, PLLC
 6371 Preston Road, Suite 200
 Frisco, Texas 75034
 E-mail: Julie@txmunicipallaw.com
 TEL: (972) 668-6400
 FAX: (972) 668-6414

To the Owner: Attn: Mr. James J. Melino
 Celina 557 Partners, L.P.
 c/o The Cambridge Companies, Inc.
 8750 N. Central Expressway, Suite 1735
 Dallas, Texas 75231
 E-mail: jmelino@cambridgecos.com
 TEL: (214) 691-2556 Ext. 206
 FAX: (214) 691-0682

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

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 Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been 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 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

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 Owner 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]

Attachment: Development Agreement (Mustang Lakes Expansion)

EXECUTED by the City and Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of February, 2019, 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: Development Agreement (Mustang Lakes Expansion)

DEVELOPER:**CELINA 557 PARTNERS, L.P.,**

a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

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

By: _____
James J. Melino, President

STATE OF TEXAS §

§

COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on February ___, 2019, personally appeared James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as Manager of Celina 557 GP Partners, LLC, a Texas limited liability company as General Partner of Celina 557 Partners, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company and partnership.

Notary Public in and for the State of Texas

Attachment: Development Agreement (Mustang Lakes Expansion)

EXHIBIT "A"
DESCRIPTION OF THE PROPERTY

(556.836 Acres)

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

Attachment: Development Agreement (Mustang Lakes Expansion)

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

THENCE S 89° 39' 02" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being a north line of said Celina 682 Partners, L.P. tract, a distance of 1,986.38 feet to a 1 inch pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of Wilson Creek Estates 2, and addition to the City of McKinney, Texas, according to the plat thereof recorded in Document Number 98-0015033, Official Public Records, Collin County, Texas;

THENCE N 00° 18' 19" W, with a west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern east line of said Wilson Creek Estates 2, a distance of 213.89 feet to a 1/2 inch iron pipe found for an interior ell corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Wilson Creek Estates 2;

THENCE S 89° 40' 43" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern line of said Wilson Creek Estates 2, a distance of 1,120.91 feet to a 1 inch iron pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northwest corner of said Wilson Creek Estates 2, also being in the east line of that tract of land conveyed to Donald L. Vest and wife, Julie Ann Vest, according to deed recorded in Volume 1344, Page 66, Deed Records, Collin County, Texas;

THENCE N 00° 19' 48" W, with the west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the east line of said Donald L. Vest and wife, Julie Ann Vest tract and the east line of that tract of land conveyed to Celina Ownsby Coit, LLC, according to deed recorded in Document Number 20180816001026240, Official Public Records, Collin County, Texas, a distance of 2,456.94 feet to a 1/2 inch iron pipe found for the northwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Celina Ownsby Coit, LLC tract, also being in the south line of that tract of land conveyed to Celina Titus, LLC, according to deed recorded in Document Number 20160401000388930, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 51" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Celina Titus, LLC tract, a distance of 1,507.21 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Celina Titus, LLC tract, same being the southwest corner of that tract of land conveyed to City Global Investments, LLC, according to deed recorded in Document Number 20151130001493760, Official Public Records, Collin County, Texas;

THENCE N 89° 36' 59" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said City Global Investments, LLC tract, a distance of 680.76 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said City Global Investments, LLC tract, same being the southwest corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas;

THENCE N 89° 46' 39" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 869.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, same being the southwest corner of that tract of land called Tract 4 and conveyed to Collin County Two Trees Investments, LP, according to deed recorded in Document Number 20090603000680790, Official Public Records, Collin County, Texas;

THENCE N 00° 36' 33" W, with the west line of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the east line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 2,566.39 to the **POINT OF BEGINNING** and containing 556.836 acres of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY

Attachment: Development Agreement (Mustang Lakes Expansion)



CONCEPT PLAN



Celina, Texas
1-8-2019
10000



EXHIBIT D

DEVELOPMENT STANDARDS

For an approximate 557 acre tract of land (the “Mustang Lakes Annex”) out of the Coleman Watson Survey, Abstract No. 945 in the City of Celina ETJ and Collin County, Texas. *(Please refer to Appendices to review a variety of maps relative to this PD and refer to Section 12 for a legal description of the tract’s overall boundary.)*

Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by a series of trails and enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, existing lakes as well as proposed lakes, trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of neighborhood commercial services that would serve the community and provide a natural progression of residential development from denser residential product, in the form of town home and/or patio homes adjacent to the commercial, to traditional, less dense, residential product.

Definitions

Definitions used herein shall be the same as those found in Section 5.8 of the Zoning Ordinance for the City of Celina, Texas, as they exist or may be amended.

General Regulations

All regulations for Mustang Lakes Annex not redefined by these regulations shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance, as they exist or may be amended.

Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. A graphical depiction of the “Neighborhood/s” is provided on the Concept Plan; refer to Appendix “A”.

A property owners association shall be established and shall be responsible for the maintenance of all park/open space areas.

Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than 2 acres is prohibited.

All single-family Type A-F detached residences can be front-entry and have garage access from a dedicated public street. Type G-H shall only be rear entry with garage access from a dedicated alley, pedestrian access shall be from a street and/or open space

The Concept Plan depicts two principal districts a “SF-R” and “MU-2” district and Neighborhoods I – VIII; refer to Appendix “A”. The maximum number of residential lots within the “SF” district (Neighborhoods I-VII) shall be one-thousand seven-hundred fifty (1750). The minimum number of Type A-D lots shall be one-hundred fifty (150). Furthermore, the maximum number of Type F lots within Neighborhoods I-VII shall be six-hundred (600). Any Type F lots developed in the “MU-2” district (Neighborhood VIII) are in addition to those in Neighborhoods I-VII. Multi-family is only allowed in Neighborhood VIII; the maximum number of multi-family units shall be six-hundred twenty-five (625).

Use Regulations

The permitted uses within each Neighborhood are outlined below. In addition, any residential or commercial use that is less intense than the permitted use within each neighborhood is also permitted; acreages are net of perimeter right-of-way dedications. *(For a visual representation of the Concept Plan, refer to Appendix “A”; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

Neighborhood “I” (+/- 78 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “II” (+/- 69 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “III” (+/- 154 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “IV” (+/- 115 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “V” (+/- 29 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VI” (+/- 15 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VII” (+/- 26 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VIII” (+/-63 ac.): The permitted uses shall be “MU-2” Mixed Use Regional District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

a) Additional Permitted Uses and Development Standards:

- Single-family detached (Type F-H lots)

b) Conditional Uses:

- Tire Dealer
- Kiosk
- Nursery
- Hotel
- Auto Repair (major/minor)

c) Prohibited Uses:

- Check Cashing Services
- Industrial/manufacturing
- Assisted Living/Nursing Home/Care Home
- Recycling Kiosk
- Contractor Storage

d) Land Use Limits (based on gross acres):

- Residential (stand-alone): maximum of 70%
- Multi-family: maximum of 65%

Retail/Commercial/Office (minimum 20 acres): Area Regulations

General Area regulations:

- (a) The lot widths shall be measured along the arc of the front building line.
- (b) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet. The front yard set-back may be increased by fifteen (15) feet.
- (c) For Lot Types A - F and H, the maximum lot coverage shall be sixty (60) percent; for Lot Type G (TH), the maximum lot coverage shall be eighty-five (85) percent.

The following amended area regulations shall apply *(For a visual representation of the Concept Plan, refer to Appendix "A")*:

Type A:

Minimum Lot Area: The minimum lot area shall be one (1) acre or 43,560 square feet.

Minimum Lot Width: The minimum lot width shall be eighty (80) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be fifteen (15) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twenty-four-hundred (2,400) square feet.

Type B:

Minimum Lot Area: The minimum lot area shall be fifteen-thousand (15,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type C:

Minimum Lot Area: The minimum lot area shall be ten-thousand (10,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type D:

Minimum Lot Area: The minimum lot area shall be nine-thousand (9,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-six (26) feet unless a j-swing garage is used and in that case the setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be seven (7) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type E:

Minimum Lot Area: The minimum lot area shall be seventy-five hundred (7,500) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet,

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless a j-swing garage is used and in that case the front yard setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type F:

Minimum Lot Area: The minimum lot area shall be fifty-five-hundred (5,500) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet except for zero lot line lots with "J-swing" garage may have a minimum Front yard of fifteen (15) feet.

Minimum Front Setback for Garage Doors: The minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless for zero lot line lots with J-swing garages may have a front yard setback of fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type G:

Maximum Dwellings per Acre: The maximum dwelling units per acre is ten (10).

Minimum Lot Area: The minimum lot area shall be twenty-four hundred (2,400) square feet.

Minimum Lot Width: The minimum lot width shall be twenty-four (24) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred (100) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet or ten (10) feet for rear entry lots.

Minimum Rear Yard: The minimum depth of the rear yard shall be three (3) feet for rear-entry lots.

Minimum Side Yard: The minimum side yard depth shall be zero (0) feet for interior SFA units, seven and a half (7.5) feet for end SFA unit and the corner side yard shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be fourteen-hundred (1,400) square feet.

Type H (only within Neighborhood VIII):

Minimum Lot Area: The minimum lot area shall be thirty-six-hundred (3,600) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet.

Minimum Lot Depth: The minimum lot depth shall be ninety (90) feet.

Minimum Front Yard: The minimum depth of the front yard shall be ten (10) feet.

Minimum Front Setback for Garage Doors: The minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet except for alley served dwellings.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be fourteen-hundred (1,400) square feet.

For non-residential area regulations, refer to the current City of Celina Zoning Ordinance for each specific land use or collection of uses.

Parking Regulations

Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that are located behind the front building line. In addition, for Type G-H one (1) visitor parking space for every four (4) dwelling units shall be provided within six-hundred (600) feet of the building it serves. The spaces provided shall be either parallel spaces (8'x22') or head-in spaces (9'x20').

Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina's Zoning Ordinance, as exists or may be amended.

Multi-family: Parking shall be organized to create an "Urban Edge." All required resident parking for multi-family dwellings that is "surface parking" shall be situated a minimum of ten (10) feet behind the front façade of the building. Furthermore, any parking visible from the street shall be screened with a generally continuous row of seven (7) gallon evergreen shrubs planted to screen parking from the street.

Building Regulations

Exterior Building Façade for Residential structures shall meet or exceed the requirements outlined in the City's Zoning Ordinance except as herein amended; with the following exception, the masonry and area requirements are intended to exceed the City's requirements but the more restrictive requirement shall control:

- (a) The front façade of single-family residences shall be one-hundred (100) percent masonry exclusive of doors, windows, dormers and other architectural elements. The sides and rear elevations not facing a public street shall not be less than fifty (50) percent masonry each nor shall the combined overall be less than eighty-five (85) percent masonry, exclusive of doors and windows.
- (b) The building elevation of each lot adjacent to the proposed lot shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.

- (c) All garage doors shall be allowed at the front building line, but shall not be closer than twenty-one (21) feet from the street right-of-way for front entry lots.
- (d) The primary roof pitch for Type A, Type B and Type C shall not be less than 8:12.
- (e) The primary roof pitch for Type D, Type E, Type F, Type G and Type H shall not be less than 6:12.
- (f) Only one (1) story single-family residences or two (2) story homes with 100% masonry facades with sides facing FM 2478 (Custer Road), Choate Parkway, Wells Road, Ownsby Parkway and Roseland Parkway are required.
- (g) No building shall exceed two and one-half (2-1/2) stories in height or more than thirty-five (35) feet, measured at the mid-point between the top plate and the dominate roof ridge.

Exterior Building Façade of Accessory Structure:

- (a) Any accessory structure or building shall be constructed of complementary material to the associated residence and the general architecture of the development.
- (b) An accessory building shall be located not less than fifty (50) feet from the front lot line, fifteen (15) feet from any other street, and not less than three (3) feet from any side or rear lot line.
- (c) The maximum height of any accessory structure shall not exceed fifteen (15) feet for Type A - Type B and ten (10) feet for Type C – Type F.

Screening Regulations

General Screening *(For a visual representation of the Enhanced Paving & Screening, refer to Appendix "B")*:

1. Chain Link Fence is prohibited.
2. The following items shall be screened from the public street:
 - (a) Clothes lines or drying racks
 - (b) Yard maintenance equipment
 - (c) Garbage and refuse containers, except on collection day
 - (d) Wood piles and compost piles

- (e) Accessory structures, such as dog houses, gazebos, storage sheds and green houses
- (f) Roof mounted TV antennas or dishes
- (g) Pool equipment

Thoroughfare screening regulations (refer to the Enhanced Paving and Screening Plan found in Appendix "B"):

- (a) A screening wall shall be provided generally along right-of-way or adjacent landscape buffer when residential lots have a rear yard or side yard adjacent to Ownsby Parkway, Choate Parkway, and FM 2478 (Custer Road). All screening walls shall be constructed in conjunction with the associated residential phase.
 - 1. A masonry (stone or brick) or thin wall for lots backing and siding to Ownsby Parkway, FM 2478 (Custer Road), and Choate Parkway.
 - 2. Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way for CR 83 (Ownsby Parkway), FM 2478 (Custer Road) and Choate Parkway;
- (b) Screening fences shall be as follows:
 - 1. For lots siding to any collector, there shall be a six (6) foot cedar board-on-board fence with a cap and a masonry column at the common rear property line and within ten (10) feet of the front building line. For lots backing to any collector, a minimum six (6) foot masonry wall with columns shall be constructed. In addition, a generally continuous row of shrubs and/or trees shall be installed in front of the fence within the adjacent landscape buffer. Any wood fence shall have a uniform stain color; refer to Appendix "D".
 - 2. For open ended cul-de-sac's adjacent to Wells Road, Ownsby Parkway, Choate Parkway and FM 2478 (Custer Road), a five (5) foot decorative metal fence with shrubbery and minimum five (5) foot masonry columns on a minimum of eighty (80) foot centers between the front building lines, on either side of the open ended cul-de-sac's to the proposed thoroughfares is required.

3. For open ended cul-de-sac adjacent to a Roseland Parkway or East-West roadway, a continuous row of shrubs shall be required. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers within the landscape buffer along the right-of-way line.
4. Any use of ornamental metal shall be accompanied by shrubbery in front of such metal on the thoroughfare side. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers.
5. No access through the rear or side yards of lots that side or back to Roseland Parkway, Ownsby Parkway, Wells Road, Choate Parkway or FM 2478 (Custer Road) is permitted.
6. The Subdivision name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

Open Space screening regulations:

- (a) The rear yards of all single-family residences which back or side to an open space shall have a minimum five (5) foot ornamental metal fencing adjacent to the open space area. For rear and side yards that have a pool and are adjacent to an open space area, a six (6) foot ornamental fences is required. No fencing shall be allowed within the 100-yr. flood plain.

Builder's Side Yard screening regulations:

- (a) The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Appendix "E".

Landscape & Irrigation Regulations

The residential builder of each lot shall provide at a minimum the following landscape material:

Turf:

The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type A - Type B: There shall be a minimum four (4) three (3) inch shade trees planted for each residential lot; furthermore, at least fifty (50) percent of the trees shall be shade trees. These are in addition to the minimum three (3) shade trees required on each corner lot.

Type C - Type E: There shall be a minimum of two (2) three (3) inch shade trees planted for each residential lot; furthermore, at least fifty (50) percent of the trees shall be in the front yard. These are in addition to the minimum three (3) shade trees required on each corner lot.

Type G-H: There shall be one (1) three (3) inch shade tree and one (1) eight-ten (8-10) foot ornamental tree planted for every two residential lots; the shade tree requirement may also be achieved by planting "street trees" in conjunction with an urban street section.

Shrubs:

Type A - Type B: There shall be a minimum of twenty-five (25) 3-gallon shrubs across the front of the house.

Type C - Type E: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type F - Type H: There shall be a minimum of six (6) 3-gallon shrubs across the front of the house.

Open Space Regulations

General (*For a visual representation of the Trail and Open Space plan, refer to Appendix "C"*):

- (a) All parks and open space areas are open to the public/residents. They should be developed and maintained based on their intended use and should offer the community different experiences. These spaces should include passive parks that are designed to be pleasant views and in turn

create a sense of openness in the community; these may be native or improved spaces. These open spaces should also include active pocket parks that provide an opportunity for the community to gather together; these spaces require additional accoutrements such as benches or tables, bike racks, trash receptacles or playground equipment as well as additional landscaping to create a sense of place within a larger area.

- (b) All open space areas and detention areas shall be maintained by the HOA. All proposed (wet) lakes shall be equipped with a water fountain or aerator device.
- (c) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.
- (d) All open space areas shall have a slope not greater than 6:1, unless they are naturally existing or structurally supported; a 4:1 slope may be utilized as needed to create a more functional open space.
- (e) On a residential street the opposite side of the street from a six (6) foot trail a five (5) foot walk shall be provided. For open-ended cul-de-sacs adjacent to a collector or arterial, a sidewalk shall be constructed to provide a pedestrian connection. The builder is responsible for constructing the trail and/or walk referenced above when the proposed trail/walk is located along the front and/or side of a lot.
- (f) A ten (10) foot public trail shall be constructed generally along the east side of Wilson Creek from the most western north line to Ownsby Parkway in conjunction with development of Neighborhood VI. Please refer to the aforementioned Trail and Open Space Plan for the general location and size of other required trails adjacent to arterials and collectors.
- (g) A pedestrian connection shall be created from Neighborhood II to Neighborhood VIII.

Open Space Area Specifics:

Area A: shall include entry monument, a water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area B: shall include a six (6) foot trail, water/detention feature with a lighted fountain, landscaping and irrigation.

Area C: shall include water/detention feature/s with a lighted fountain in each, a six (6) foot trail, and associated landscaping and irrigation.

Area D: shall include a water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area E: shall include an amenity center and/or sales center, cabana, pool, playground equipment, parking, a six (6) foot trail, and associated landscaping and irrigation. The Amenity Center shall be completed prior to the issuance of 1,050 certificates of occupancy (CO).

Area F: is a fifteen (15) foot landscape buffer contiguous to the eastside of Wells Road when lots side to a collector and twenty (20) foot when lots back to a collector. It shall include an eight (8) foot trail and associated landscaping and irrigation.

Area G: is a minimum fifteen (15) and an average forty (40) foot landscape buffer west of Wilson Creek on either side of Ownsby Parkway. It shall include a ten (10) foot trail, shade trees planted on an average of forty (40) feet on center, cluster or grouping of trees is permitted. In addition, the area shall be complimented with a monument sign, shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area H: This area is located along the west right-of-way line of FM 2478 (Custer Road) (an existing 100-foot right-of-way). It shall include a minimum (30) foot wide landscape buffer, outside the future right-of-way, and an average of forty (40) feet with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall include a ten (10) trail and be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area I: This area is located outside the designated right-of-way on either side of a divided thoroughfare called Ownsby Parkway, east of Wilson Creek. It shall be a minimum of 15-feet, except within the transition zone, and an average forty (40) foot wide landscape buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted; the transition zone is defined as the first 500-feet on both sides of Ownsby Parkway west of Mustang Lakes. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated. Also in both sides of this landscape buffer shall be a meandering six (6) foot trail, through the "Transition Zone," and then an eight (8) or ten (10) foot trail west of the "Transition Zone."

Area J: The area is located outside of the designated right-of-way and on either side of Roseland Parkway, south of Choate Parkway and north of Ownsby Parkway. It shall be a minimum of fifteen (15) foot wide landscape buffer when lots side to the street and twenty (20) foot when lots back to the street. The buffer shall have shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully

landscaped and irrigated. Also in both sides of this landscape buffer shall be a meandering trail eight (8) feet in width north of the round-a-bout and six (6) feet on one side and eight (8) feet on the other south of the round-a-bout.

Area K: The area is located outside of the designated right-of-way and on either side of East-West street connection from Roseland Parkway to FM 2478 (Custer Road). It shall be a minimum (10) foot wide landscape with an average twenty (20) foot buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering eight (8) foot trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot trail.

Area L: The area is located outside of the designated right-of-way and on the south side of Choate Parkway to FM 2478 (Custer Road). It shall be a minimum forty (40) foot wide landscape buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with an entry monument/s, shrubs, ground cover, berms, accent stones and ornamental trees. Also within this landscape buffer shall be a meandering ten (10) foot trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Subdivision Regulations

Development shall meet the standards as required in the City of Celina Subdivision Ordinance except as follows:

Block length – The maximum block length shall be twelve hundred twenty (1,220) feet as measured from intersection. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.

- (h) Cul-de-Sac Length and Diameter: – The maximum cul-de-sac length is six-hundred (600) feet, except for the over-length cul-de-sac identified in the one (1) acre lots on the concept plan or as approved by the City. The bulb right-of-way radius shall be fifty (50) feet.
- (i) Center-line Radii – The minimum center-line radius for a Major Arterial shall be eleven hundred(1100) feet or as approved by the City; the minimum center-line radius for Minor Arterial shall be six (600) feet or as approved by the City; and the minimum center-line radius for a residential street shall be one-hundred-fifty (150) feet or as approved by the City.
- (j) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet from centerline to centerline.
- (k) Owensby Parkway: – Owensby Parkway shall be a six (6) lane divided roadway within a one-hundred-twenty (120) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) lanes or twenty-eight (28) feet of pavement, in both directions, and the construction of left turn lanes at each of the median openings illustrated on the Concept Plan that are related to the residential neighborhoods. Left turn and/or deceleration lanes, along with any associated right-of-way, required along Custer Road (FM 2478) shall be constructed.
- (l) Roseland Parkway: –. Roseland Parkway shall be a 4-lane divided roadway within a one-hundred (100) foot right-of-way where adjacent to non-residential and a 4-lane un-divided roadway within a seventy-five (75) foot right-of-way where adjacent to single-family from Choate Parkway to the round-a-bout. South of the round-a-bout, a 4-lane undivided roadway within sixty (60) feet of right-of-way shall be dedicated. Left/Right turn lanes for the Roseland/Choate Parkway intersection will be constructed and ROW dedicated as required with the development of the associated non-residential tract.
- (m) East-West Roadway (Roseland to Custer): – The East-West roadway shall be a two (2) lane, twenty-nine (29) foot back-to-back, un-divided roadway within a fifty (50) foot right-of-way from the round-a-bout on Roseland Parkway to Custer Road (FM 2478) that will be dedicated to the City; the right-of-way shall flair to a minimum of sixty (60) feet at the intersection with Custer Road (FM 2478) to accommodate an eastbound left and right turn lane.
- (n) Wells Road: shall be a two (2) lane, twenty-nine (29) foot back-to-back, un-divided roadway within a sixty (60) foot right-of-way. The Developer/District shall be responsible for dedicating a maximum of thirty (30) feet of right-of-way, where Wells Road is contiguous; additional off-site right-of-way is needed to construct two lanes of Wells Road from

Owensby Parkway to CR 84.

- (o) FM 2478, Wells Road and Choate Parkway: – It is anticipated that right-of-way dedications along FM 2478 (Custer Road), Wells Road and Choate Parkway may be required in the future. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.
- (p) Tree surveys required as a part of the preliminary plat shall be submitted at the time of Construction Plat application.

Development shall meet or exceed the design criteria outlined below:

a. Residential Lot Grading:

- 1. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than twelve (12) percent without requiring a wall, except for Type A lots. Furthermore, Type A lots are permitted to have lot-to-lot drainage within drainage easements.
- 2. Driveway – the driveway slope shall not exceed fourteen (14) percent.
- 3. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

b. Paving:

- 1. Residential Streets – the residential streets shall be twenty-nine (29) feet wide from back-to-back; Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one (100) feet.
- 2. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
- 3. Sidewalks – the residential sidewalks shall be five (5) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.
- 4. Trails – the trails shall be a minimum of six (6) feet wide, except as otherwise noted on the “Trail and Open Space Plan” and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than four (4) feet to the back-of-curb or five (5) feet to the screening wall/fence.

5. Curb Return Radii – the curb radii for Major Arterial shall be forty (40) feet; the curb radii for Minor Arterials shall be thirty (30) feet; and the curb radii for residential streets shall be twenty (20) feet.
6. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6, except for Type A lots which shall be 0.45; the run-off co-efficient for commercial shall be 0.9.
7. Time of Concentration (TC) – the time of concentration for residential areas shall be fifteen (15) minutes and the time of concentration for commercial shall be ten (10) minutes.
8. Rainfall Intensity (I) – the rainfall intensity for residential areas shall be 7.52 in/hr. and the rainfall intensity for commercial areas shall be 8.88 in/hr.

c. Sanitary Sewer Mains

1. Minimum Size – the minimum sewer main size shall be eight (8) inches.
2. Clean-outs – clean-outs are allowed at the up-stream end of a sewer main provided the main is three-hundred (300) feet or less in length.
3. Minimum Radius – the minimum center-line radius for sewer mains shall be two-hundred feet.
4. Pipe Embedment – the embedment for sewer mains shall generally be class B+, unless otherwise noted by the engineer of record.
5. Services – all residential sewer services shall be four (4) inches in diameter, located in the center of the lot and extended ten (10) feet beyond the right-of-way.

d. Domestic Water

1. Minimum Size – the minimum water main size shall be eight (8) inches.
2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located two (2) feet from a common lot line and the meter box shall be located next to the curb.
3. Fire Hydrants - a fire hydrant shall be located every five-hundred (500) feet along the water main and placed two (2) feet behind the back-of-curb.

4. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

e. Miscellaneous

1. Street Light Standards – a street light shall be located a maximum of five-hundred (500) feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development and shall be LED where available. Street lights shall be located in the median for 4-lane divided roadways or greater.
2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.

Legal Description

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

THENCE S 89° 39' 02" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being a north line of said Celina 682 Partners, L.P. tract, a distance of 1,986.38 feet to a 1 inch pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of Wilson Creek Estates 2, and addition to the City of McKinney, Texas, according to the plat thereof recorded in Document Number 98-0015033, Official Public Records, Collin County, Texas;

THENCE N 00° 18' 19" W, with a west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern east line of said Wilson Creek Estates 2, a distance of 213.89 feet to a 1/2 inch iron pipe found for an interior ell corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Wilson Creek Estates 2;

THENCE S 89° 40' 43" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern line of said Wilson Creek Estates 2, a distance of 1,120.91 feet to a 1 inch iron pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northwest corner of said Wilson Creek Estates 2, also being in the east line of that tract of land conveyed to Donald L. Vest and wife, Julie Ann Vest, according to deed recorded in Volume 1344, Page 66, Deed Records, Collin County, Texas;

THENCE N 00° 19' 48" W, with the west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the east line of said Donald L. Vest and wife, Julie Ann Vest tract and the east line of that tract of land conveyed to Celina Ownsby Coit, LLC, according to deed recorded in Document Number 20180816001026240, Official Public Records, Collin County, Texas, a distance of 2,456.94 feet to a 1/2 inch iron pipe found for the northwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Celina Ownsby Coit, LLC tract, also being in the south line of that tract of land conveyed to Celina Titus, LLC, according to deed recorded in Document Number 20160401000388930, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 51" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Celina Titus, LLC tract, a distance of 1,507.21 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Celina Titus, LLC tract, same being the southwest corner of that tract of land conveyed to City Global Investments, LLC, according to deed recorded in Document Number 20151130001493760, Official Public Records, Collin County, Texas;

THENCE N 89° 36' 59" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said City Global Investments, LLC tract, a distance of 680.76 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said City Global Investments, LLC tract, same being the southwest corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas;

THENCE N 89° 46' 39" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 869.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, same being the southwest corner of that tract of land called Tract 4 and conveyed to Collin County Two Trees Investments, LP, according to deed recorded in Document Number 20090603000680790, Official Public Records, Collin County, Texas;

THENCE N 00° 36' 33" W, with the west line of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the east line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 2,566.39 to the **POINT OF BEGINNING** and containing 556.836 acres of land, more or less.

Attachment: Development Agreement (Mustang Lakes Expansion)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 CC: Jason Laumer, City Manager
 Date: January 22, 2019
 Re: Thoroughfare Plan Amendments

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Master Thoroughfare documents and exhibits. (Thoroughfare Plan Amendments) (Brawner)

Background Information:

As Celina grows, it is sometimes necessary to take a fresh look at the long-range plans for roadways within the City and the linkages to cities adjacent to Celina. To that end, staff is proposing four amendments to the current Master Thoroughfare Plan:

1. Choate Parkway. Upgrade Choate Parkway from Coit Road to the eastern city limit from a four-lane divided to a six-lane divided roadway (see Exhibits 1-A and 1-B). The proposed northern expansion of the Mustang Lakes residential community necessitates an upgrade to Choate Parkway and the subsequent elimination of the proposed Punk Carter Parkway alignment extending through this planned community. Ownsby Parkway will remain as a second point of east-west connection (and will travel through the new portion of Mustang Lakes to Custer Road).
2. Punk Carter Parkway. Remove Punk Carter Parkway between Coit Road and Custer Road from the Thoroughfare Plan (see Exhibits 2-A and 2-B). As part of a previous Thoroughfare Plan amendment, Punk Carter Parkway was downgraded from a six-lane divided roadway to a four-lane divided roadway from Coit Road to Custer Road (Ordinance No. 2018-34; July 10, 2018). Currently Punk Carter is constructed a two-lane collector roadway from Preston Road (SH 289) through Carter Ranch and Bluewood residential communities. This roadway is now proposed to terminate at Coit Road and be removed from the Thoroughfare Plan east of Coit Road. The east-west travel through Celina to the eastern city limit and beyond will be handled by both Choate Parkway and Ownsby Parkway.
3. G. A. Moore Parkway. Change the alignment of future G. A. Moore Parkway to generally align with CR 128 from its intersection with CR 132 (see Exhibits 3-A and 3-B). The proposed new alignment of G. A. Moore Parkway avoids a low creek area/floodway and utilizes an existing right-of-way (see Exhibit 3-C). The proposed alignment will dead-end at CR 133, and continue eastward through the City of Weston along the current FM 455 right-of-way.
4. Roseland Parkway. Reduce the designation of Roseland Parkway through the proposed residential section of

Mustang Lakes to a Collector and retain the four-lane divided status for approximately 1,000 feet immediately south of Choate Parkway adjacent to the proposed commercial tract. This will be an extension of the Collector designation that now exists within the current phases of Mustang Lakes.

The proposed realignments will serve the City for the long-term growth; however, the City of Celina does not have any immediate plans to construct these roadways. Development in the areas will generate the need for the construction of new roadway lanes. If the existing properties choose to redevelop, the new alignments will be enforced and the right-of-way obtained through the platting process. For those property owners adjacent to the proposed roadway alignments, changes are not anticipated to be initiated by the City.

Board Review/Citizen Input:

At the regular meeting of the Planning & Zoning Commission held on January 15, 2019, the Commission voted unanimously to recommend approval of the proposed amendments to the Thoroughfare Plan. Notices for the public hearings were published in *The Celina Record* on December 28, 2018.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

Staff Presentation

Proposed Thoroughfare Plan Ordinance

Staff Recommendation:

Staff recommends approval as presented.

Master Thoroughfare Plan

Amendments

City Council

January 22, 2019



Background

- The Mustang Lakes expansion project being considered concurrently tonight necessitates amendments to the Master Thoroughfare Plan (MTP)
- It is best practice to routinely analyze and evaluate long range plans and ordinances, especially in high growth cities
- The MTP regulates the future alignment of roadways within the City and its ETJ, including connectivity to adjacent cities



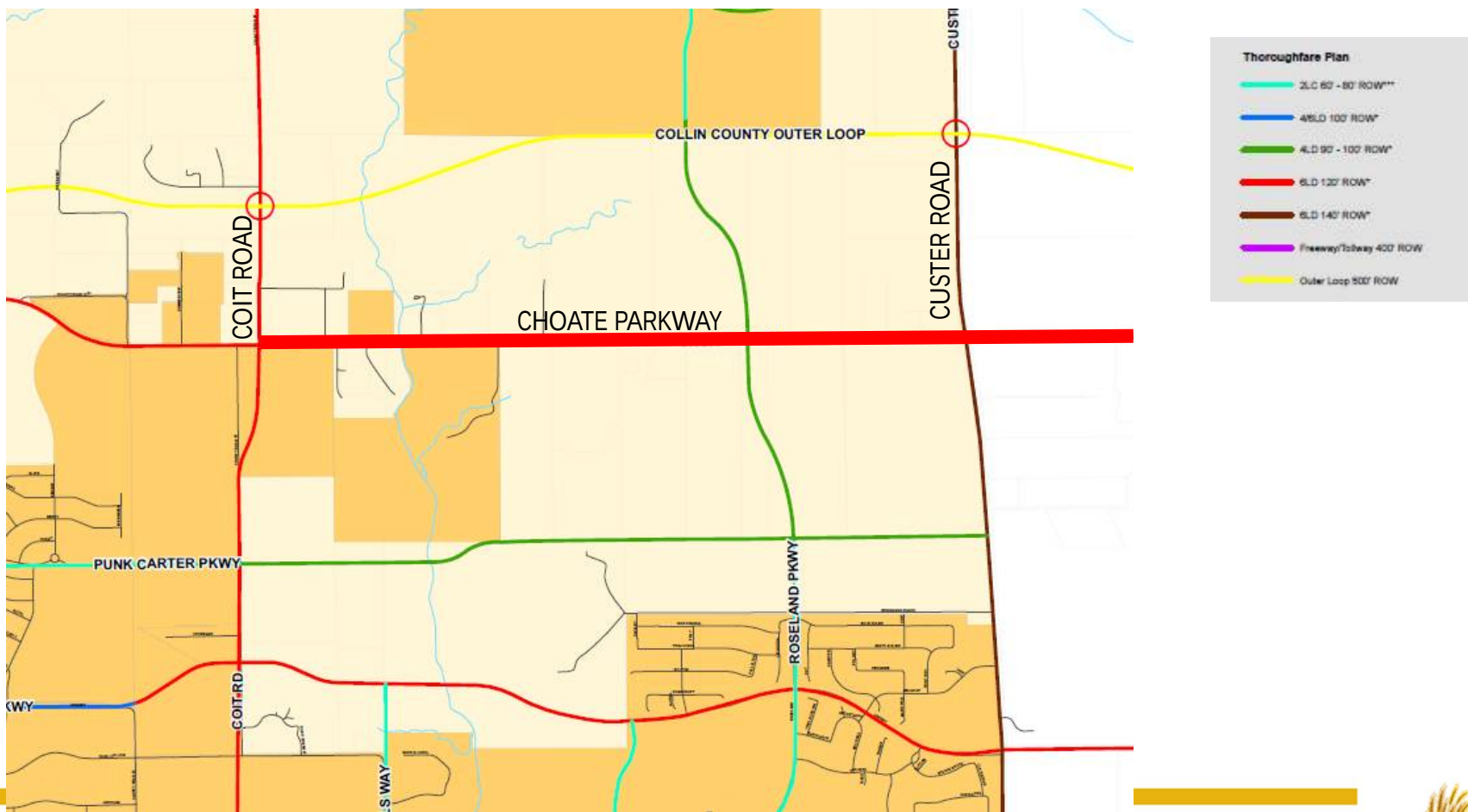
Amendment Summary

Engineering proposes four (4) amendments to the Master Thoroughfare Plan (MTP):

1. Upgrade Choate Parkway to 6-lanes
2. Remove a portion of Punk Carter Parkway
3. Realign a portion of GA Moore Parkway
4. Downgrade a portion of Roseland Parkway



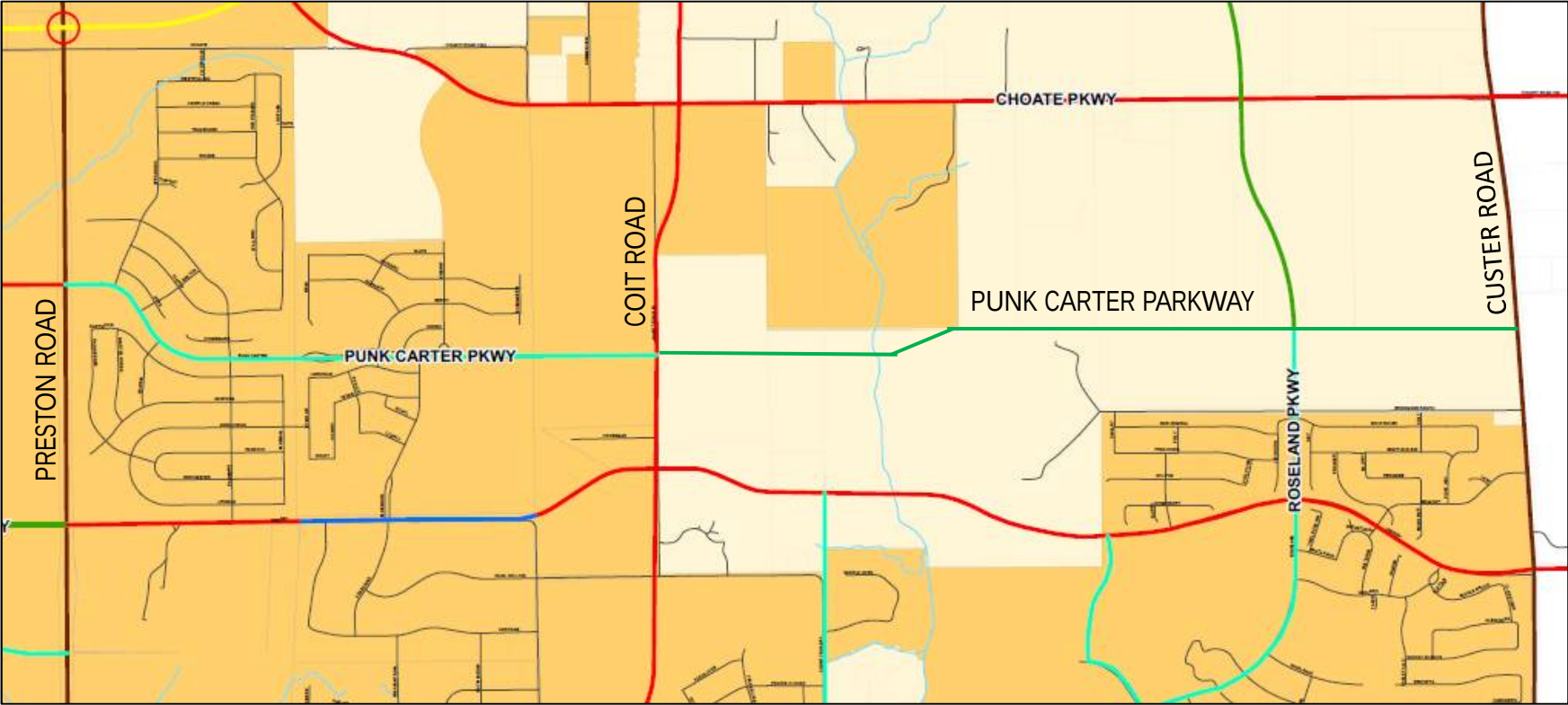
Choate Parkway



Attachment: Council Presentation 1-22-19 (Thoroughfare Plan Amendments)



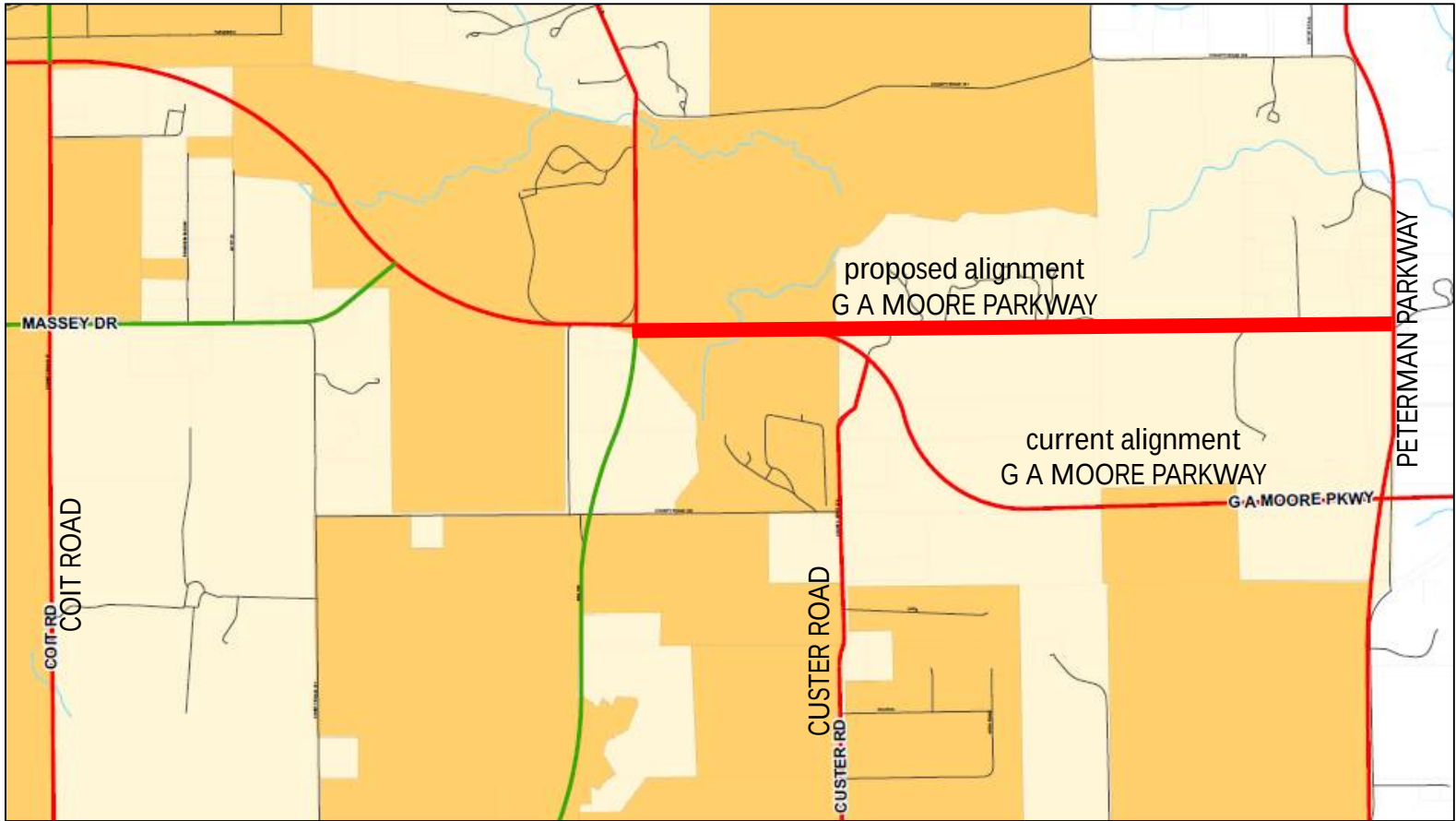
Punk Carter Parkway



Attachment: Council Presentation 1-22-19 (Thoroughfare Plan Amendments)



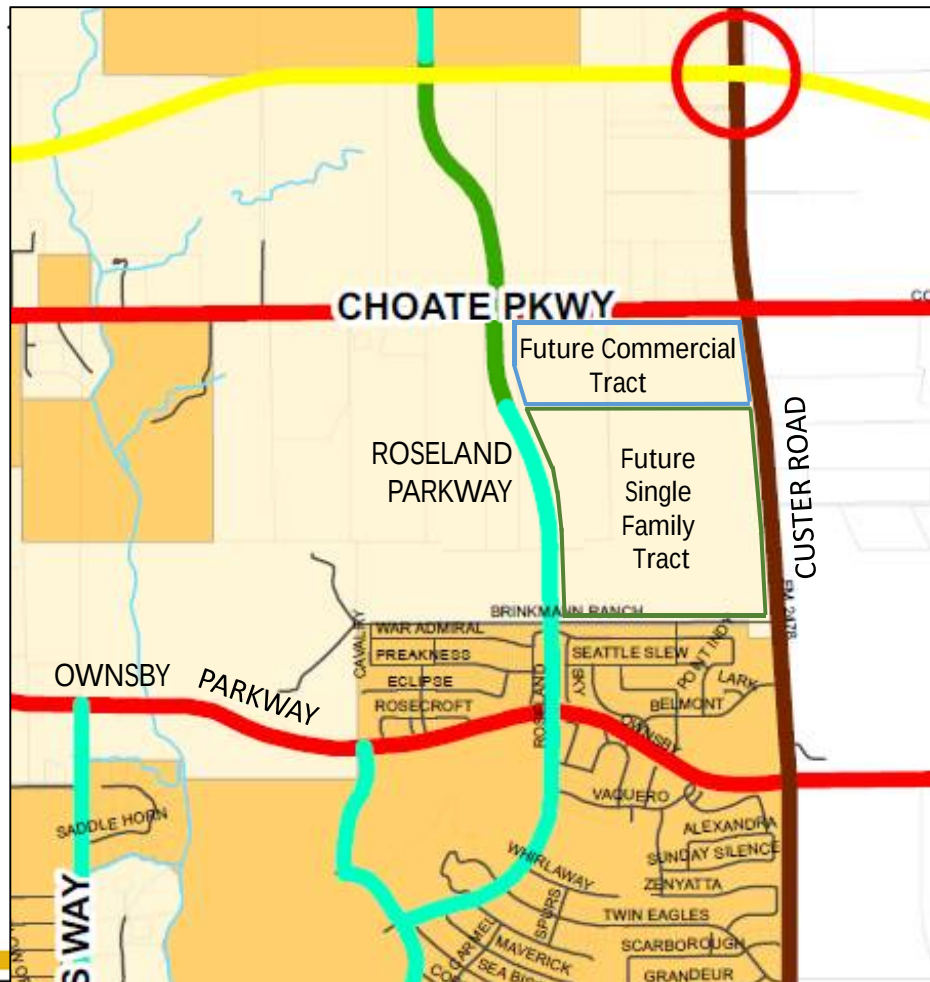
G A Moore Parkway



Attachment: Council Presentation 1-22-19 (Thoroughfare Plan Amendments)



Roseland Parkway



Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission unanimously recommended approval of the proposed amendments at its regular meeting on January 15th
- During the public hearing, a couple of people had questions on the timing of roadway construction and concerns about new development impacting the rural nature of the area
- Staff recommends approval as presented



THOROUGHFARE PLAN
JANUARY 2019

Legend

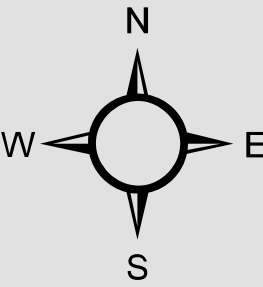
Thoroughfare Crossing

- Grade Separated Crossings
- RR Grade Separated Crossings

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- Streams
- Roads
- Railroad
- City Limits
- ETJ Limits
- Parcels

NOTES:
* MAJOR ARTERIAL: 140' OR 160' ROW AT INTERSECTIONS
** MINOR ARTERIAL: 110' OR 120' ROW AT INTERSECTIONS
*** MINOR COLLECTORS: TIA REQUIRED TO DETERMINE LOCATION AND CAPACITY
COLLECTORS NOT SHOWN FOR CLARITY. LOCATION OF COLLECTORS TO BE DETERMINED BY CITY ORDINANCES



0 0.75 1.5 Miles

Date: 1/10/2019

