CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 12, 2021
5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. New Councilmember Oath

B. Adele Clark Proclamation

C. Employee Recognition of Service

D. Planning Excellence Award (McAfee)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees (Glasgow)

B. Discussion regarding any and/or all agenda items

C. Staff Reports

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

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

A. Discussion regarding a Facilities Development Agreement between Celina ISD and the City for infrastructure related to the new Celina ISD Middle School located on CR 99. (CISD Middle School Agreement) (Brawner)

B. Discussion regarding potential shared treatment plant for Razor Ranch, Dynavest, and Bray Tract. (Brawmer)

C. Discussion regarding potential purchase of property on Preston Road south of Pecan Street.

D. Discussion regarding the use of eminent domain to condemn a permanent drainage easement in real property as a portion of a tract of land generally described in deed to Blue Angus Ranch, LP, recorded in instrument 2007-107216, of the Real Property Records of Denton Co, Texas located in the Thomas H. McIntyre Survey, Abstract No 903, generally located south of FM 428 and north of Abby Dr. (Glasgow)

Reconvene Into Open Session

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Dec 8, 2020 5:00 PM

2. City Council - Special Meeting - Dec 15, 2020 5:00 PM

3. City Council - Special Meeting - Dec 21, 2020 5:00 PM

B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a council member for Place 2, and a council member for Place 3 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 1, 2021. (Tarrant)

C. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Real Estate for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Summer Moon– DIP) (Barton)

D. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Dry Fly Brewing for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Dry Fly Brewing– DIP) (Barton)

E. Consider and act upon a resolution of the City of Celina, Texas, supporting the creation of the Celina Municipal Management District Number 4. (Godwin MMD - Support of Creation) (Laumer)

F. Consider and act to authorize the purchase of Microsoft licenses from SHI Government Solutions through the State of Texas Department of Information Resources Contract DIR-TSO-4092 at the unit prices listed for a total not to exceed $60,000.00). (Berry)

G. Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed $759,900.00. (Berry)

H. Consider and act to authorize the City Manager to enter into an interlocal agreement with Mustang Special Utility District for global billing services. (Brawner)

I. Consider and act upon an Interlocal Agreement by and between the City of Celina and Collin County for annual Library Funding. (Shaw)

J. Consider and act upon approval of a second amendment to an Interlocal Agreement for the facility construction and use of an animal shelter in Collin County. (Green)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 9 acres of land, generally located at the southeast corner of County Road 89 and Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Airmax-CTX -Development Agreement) (McAfee)

B. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 59 acres of land, generally located at the northeast corner of Louisiana Drive and J Fred Smith Parkway, within the City Limits. (Prestige -Development Agreement) (McAfee)

C. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 227 acres of land, generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Chan-Moore -Development Agreement) (Mohan)

D. Consider and act upon a request to enter into a development agreement with Rockhill Capital & Investments, LLC for the development of approximately 567 acres of land; generally located south of J. Fred Smith Parkway, east of future Legacy Drive and west of BNSF Railroad (Uptown Development Agreement) (Mohan)

E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 40 on approximately 40 acres of land, generally located at the northeast corner of Punk Carter Parkway and Huddleston Drive, within the City Limits. (Cambridge PD – Planned Development Amendment) (Mohan)

F. The Celina City Council will conduct the first of two public hearings on the annexation of approximately 23 acres generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements Annexation 1st Public Hearing) (Mohan)

G. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-04 Annexation Second Public Hearing) (Mohan)

1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,

2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,

3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,

4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,

5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,

6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,

7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,

8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,

9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,

10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest comer of said called 586.196 acre tract, and being the southwest comer of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast comer of the herein described tract;
THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for comer, said point being in the northerly right-of-way line of Farm Road No. 428;
THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly rightof-way line of said Farm Road No. 428 as follows:
South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for comer;
South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;
South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for comer;
North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

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

I. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Edgewood Creek Public Improvement District Service and Assessment Plan, including the Phases #2-3 major improvement assessment roll; making a finding of special benefit to property within Phases #2-3 of the Edgewood Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phases #2-3 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Edgewood Creek Phases #2-3 - PID Levy) (Pouladi)

IX. ACTION ITEM:

A. Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Stovall)

B. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

C. Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, of approximately 567 acres of land, with 78 acres in the City limits and 489 acres in the City's extraterritorial jurisdiction; generally located south of J. Fred Smith Parkway, east of future Legacy Drive and west of BNSF Railroad, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (Uptown MUD Creation) (Mohan)

D. Consider and act upon a request to amend a development agreement with Horizon Celina Partners LLC for the development of approximately 108 acres of land; generally located west of FM 455 and north of CR 9, within the City Limits. (La Terra - DA 1st Amendment) (Mohan)

E. Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, for approximately 108 acres of land; generally located west of FM 455 and north of CR 9, within the City of Celina. (La Terra - Uptown MUD Creation) (Mohan)

F. Consider and act upon a request to amend a development agreement RCI-Celina 115, LP for the development of approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City Limits. (Northside at Rollertown - DA 2nd Amendment) (Mohan)

G. Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, for approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City of Celina. (Rollertown - Uptown MUD Creation) (Mohan)

H. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project); approving and authorizing related agreements; and providing an effective date. (Edgewood Creek PID Phase #1 Bond Ordinance) (Pouladi)

I. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project); approving and authorizing related agreements; and providing an effective date. (Edgewood Creek PID Phases #2-3 Bond Ordinance) (Pouladi)

J. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 700 acres, in the extraterritorial jurisdiction; generally located west of Farm to Market Road 2478, south of Marilee Road, north of Clear Creek Parkway, and east of County Road 6, as described below. (20-05 Annexation Petition Verification) (Tarrant)

1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,

2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,

3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,

4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,

5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,

6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,

7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,

8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,

9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,

10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,

11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,

12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,

13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,

14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,

15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,

16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,

17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,

18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,

19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

K. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 700 acres, in the extraterritorial jurisdiction; generally located west of Farm to Market Road 2478, south of Marilee Road, north of Clear Creek Parkway, and east of County Road 6, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-05 Annexation Petition Verification Resolution) (Mohan)

1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,

2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,

3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,

4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,

5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,

6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,

7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,

8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,

9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,

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13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,

14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,

15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,

16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,

17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,

18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,

19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

X. ADJOURNMENT:

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

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

_____ _____

Vicki Tarrant, TRMC Date Notice Removed
City Secretary, City of Celina, TX

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 8, 2020
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Present	
Wayne Nabors	City of Celina	Place 2	Absent	
Andy Hopkins	City of Celina	Place 3	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Absent	
Sean Terry	City of Celina	Mayor	Present	

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Pastor John Baldwin of First United Methodist Church gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Gigabit presentation (Howard)

Director of Government Affairs Corbett Howard presented Suddelink representative Jonathan Moyer with an appreciation plaque for their role in the attainment of a Gigabit City designation for the City of Celina.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. New employee introductions. (Barrow, McAfee, Glasgow)

Interim Police Chief Allwin Barrow introduced the following new Police Department employees: Officers Scott Calender, Joseph Shires, Bryce Kennedy, Joshua Armstrong, Adam Goodell and Administrative Assistants Amber Adams and Sochi Lopez.
Director of Development Services Dusty McAffee introduced new Senior Planner Arabella, GIS Technician and Inspector Collin .
Director of Engineering Andy Glasgow introduced new Engineer Scott Harper.

B. Discussion regarding Comprehensive Plan - Concepts & Highlights. (Nusser)

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

Abra Nusser with Kimley, Horn presented the Comprehensive Plan update.

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

No other items were discussed.

D. Staff Reports

V. OPEN FORUM:

Debbie Hopkins, 408 S. Ohio Street, gave thanks to Mayor Terry for his leadership during this tough year.
Tawnia King, W. Ash Street, gave thanks and appreciation to Mayor Terry and the City Council for their positive leadership this year.

VI. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:23 p.m.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation.

A. Discussion regarding Chan-Moore Development Agreement – north of downtown, west of Louisiana Drive (Business 289).

B. Discussion regarding an agreement with Celina Independent School District pertaining to public improvements and real estate matters.

C. Discussion regarding Godwin Tract – update on possible development agreement (north of FM 428/west of Future DNT).

D. Discussion regarding an agreement with Doe Branch Partners, LLC, regarding a downtown office development near Preston Road.

Reconvene Into Open Session

The City Council reconvened into Open Session at 6:09 p.m.

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

Councilman Hopkins moved to approve (item D) an agreement with Doe Branch Partners regarding a downtown office development near Preston Road.

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

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

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

A. Minutes Approval:

B. Consider and act to award bid 2020-0046 for employee dental insurance to United Healthcare (UHC) and to renew employee health insurance. (Ciocan)

C. Consider and act upon interlocal agreements by and between the City of Celina and Collin County for Animal Control Services. (Green)

D. Consider and act upon a resolution setting a date, time, and place for public hearings on the proposed annexation of approximately 23 acre tracts of land, Denton County, Texas and setting two public hearing dates for January 12, 2021 at 5:00 p.m. and February 9, 2021 at 5:00 p.m. The properties are generally located south of FM 428, north of Parvin Road, and east of FM 1385. (4 3-Year Agreements (2017) Annexation Resolution) (Mohan)

(2020-84R)

E. Consider and act upon an amendment to Gateway South development agreement; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway South - DA Amendment) (Mohan)

F. Item F was moved to Items Moved From Consent Agenda

(2020-105)

G. Consider and act upon an amendment to Ownsby Farms development agreement; generally located west of Preston Road and south of Ownsby Parkway, within the City Limits. (Ownsby Farms - DA Amendment) (Mohan)

H. Consider and act upon a resolution of the City of Celina, Texas authorizing an update to the impact fee program for roadway, water, and wastewater facilities and appointing the Planning and Zoning Commission as the Capital Improvements Advisory Committee with one ad-hoc member. (Glasgow)

(2020-85R)

I. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 51 acres within the Extraterritorial Jurisdiction, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages - Annexation Service Agreement) (Mohan)

J. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 1,809 acres within the Extraterritorial Jurisdiction, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest ETJ - Annexation Service Agreement) (Mohan)

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

K. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 236 acres, generally located north of future Legacy Drive, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest Other ETJ - Annexation Service Agreement) (Mohan)

L. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 81 acres within the Extraterritorial Jurisdiction, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows - Annexation Service Agreement) (Mohan)

M. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed by the Edgewood Creek Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll and a proposed Phases #2-3 Major Improvement Assessment Roll; directing the filing of the proposed Phase #1 Assessment Roll and the proposed Phases #2-3 Major Improvement Assessment Roll with the City Secretary; providing for noticing and calling public hearings for December 8, 2020, to consider ordinances levying assessments on property located within Phase #1 of the Edgewood Creek Public Improvement District and on property located within Phases #2-3 of the Edgewood Creek Public Improvement District" (Edgewood Creek- PID – Pre-SAP) (Pouladi)

(2020-86R)

N. Consider and act to authorize an agreement for engineering services for the design of the Willock Hills and High Point Estates Lift Station Improvements with TRC Engineers, Inc. for an amount not to exceed $81,900. (Glasgow)

O. Consider and act to authorize the City Manager to execute a agreement for installation of synthetic turf from ForeverLawn Inc. through an interlocal agreement with Houston-Gaveston Area Council (H-GAC), contract 00-1101 in an amount not to exceed $112,721.79 plus ten percent contingency in the amount of $11,2721.20 for a total amount of $123,994 (Berry)

P. Consider and act to award bid 2020-0050 for the 260 Lake View Way Drainage Improvement Project to ANA Site Construction, LLC, in an amount not to exceed $105,445.00 plus a ten percent contingency in the amount of $10,544.50 for a total amount of $115,989.50. (Glasgow)

Q. Consider and act to award bid 2020-0049 for the Preston Road Water 12 Inch Line (FBC to Settlers Ridge) to ANA Site Construction, in an amount not to exceed $189,840.00 plus a ten percent contingency for a total of $208,824.00. (Glasgow)

R. Consider and act upon a resolution of the City Council of the City of Celina, Texas suspending the January 23, 2021 effective date of CoServ Gas, Ltd.'s requested increase to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ Gas, Ltd. Service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in docket os-20-00005136 at the Railroad Commission; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel (CoServ Gas Rate Increase Filing Suspension) (Jenks)

(2020-87R)

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

S. Consider and act upon a resolution of the City of Celina, Texas, pertaining to the sale of certain properties, Parcel 30 Part 1, 0.1691 acres and Parcel 30 Part 2, 0.6170 acres previously dedicated as right-of-way reservation to the Texas Department of Transportation for the future widening of Frontier Parkway (FM 1461) from Preston (SH 289) to Custer Road (FM 2478). (Glasgow)

(2020-88R)

T. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Development LLC easement dedicated as part of Lilyana Phase 1. (Glasgow)

(2020-106)

U. Consider and act to authorize the City Manager to conduct minor editorial edits and execute an Interlocal Agreement between City of Celina and Collin County for segment 3 of the Collin County Outer Loop. (Glasgow)

V. Consider and act upon a resolution authorizing the City Manager to discuss annexation and/or negotiate Chapter 43 and/or Chapter 212 Annexation/ETJ Development Agreements with owners of property in the city's extraterritorial jurisdiction. (Laumer)

(2020-89R)

W. Authorize the City Manager to enter into an Interlocal Agreement by and between the Town of Prosper, Collin County, and the City of Celina for construction Inspection Services on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway. (Brawner)

X. Consider and act upon a resolution of the City Council of the City of Celina, Texas approving authorized representatives to make transactions with TexPool, a Texas Local Government Investment Pool as needed for the purpose of investing city funds. (Bromiley)

(2020-90R)

Y. Consider and act upon an ordinance amending the City's Code of Ordinances Chapter 3: Building Regulations; Article 3.11: Aboveground Storage Tanks. (Aboveground Storage Tanks Ordinance) (McAfee)

(2020-107)

ITEMS MOVED FROM CONSENT AGENDA:

Z. Consider and act upon an ordinance amending the City's Code of Ordinances Chapter 4: Business Regulations; Article 4.09: Sustainability Programs. (Sustainability Programs Ordinance) (McAfee)

Director of Development Services Dusty McAfee explained the intention and nature of the life, health and safety inspections proposed for rental properties at the time of occupant change.

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

VIII. PUBLIC HEARING/ACTION:

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 51 acres within the Extraterritorial Jurisdiction, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages - Annexation) (Mohan)

(2020-108) Mayor Terry opened the hearing at 6:14 p.m. No public comment was received. The hearing was closed at 6:17 p.m.

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

B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 51 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages – PD Zoning) (Mohan)

(2020-109) Mayor Terry opened the hearing at 6:17 p.m. No public comment was received. The hearing was closed at 6:17 p.m.

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

C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 81 acres within the Extraterritorial Jurisdiction, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows - Annexation) (Mohan)

(2020-110) Mayor Terry opened the hearing at 6:18 p.m. No public comment was received. The hearing was closed at 6:19 p.m.

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

D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 187 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows – PD Zoning) (Mohan)

(2020-111) Mayor Terry opened the hearing at 6:20 p.m. No public comment was received. The hearing was closed at 6:20 p.m.

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

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

E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 1,809 acres within the Extraterritorial Jurisdiction, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest ETJ- Annexation) (Mohan)

(2020-112) Mayor Terry opened the hearing at 6:20 p.m. No public comment was received. The hearing was closed at 6:22 p.m.

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

F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 236 acres, generally located north of future Legacy Drive, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest Other ETJ - Annexation) (Mohan)

(2020-113) Mayor Terry opened the hearing at 6:22 p.m. No public comment was received. The hearing was closed at 6:23 p.m.

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

G. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 3,292 acre tract of land to Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) and various uses, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest PD – Zoning) (Mohan)

(2020-114) Mayor Terry opened the hearing at 6:23 p.m. No public comment was received. The hearing was closed at 6:23 p.m.

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

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

H. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following listed properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following property: (20-03 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

(2020-118) Mayor Terry opened the hearing at 6:24 p.m. No public comment was received. The hearing was closed at 6:27 p.m.

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

I. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 557 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) and Mixed-Use Zoning District (MU) base zoning, generally located at the southwest corner of Custer Road and Choate Parkway. (Mustang Lakes Expansion – PD Zoning) (Mohan)

(2020-115) Mayor Terry opened the hearing at 6:27 p.m. No public comment was received. The hearing was closed at 6:29 p.m.

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

J. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 168 acre tracts of land to Agricultural District (AG), generally located west of Farm to Market Road 2478, south of Kathie Court, north of Parvin Road, and east of Farm to Market Road 1385. (Mustang Lakes Expansion Remainder - Zoning) (Mohan)

(2020-116) Mayor Terry opened the hearing at 6:29 p.m. No public comment was received. The hearing was closed at 6:30 p.m.

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

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

K. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Twelve, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; and providing that the zone take effect immediately upon passage of the ordinance. (Edgewood Creek- TIRZ – Creation) (Pouladi)

(2020-117) Mayor Terry opened the hearing at 6:31 p.m. No public comment was received. The hearing was closed at 6:32 p.m.

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

IX. ACTION ITEM:

A. City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 492 acres, in the extraterritorial jurisdiction; generally located west of FM 2478, south of W FM 455, north of Parvin Road, and east of FM 1385, as described below. (20-04 Annexation Petition Verification) (Tarrant)

B. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 492 acres, in the extraterritorial jurisdiction; generally located west of FM 2478, south of W FM 455, north of Parvin Road, and east of FM 1385, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-04 Annexation Petition Verification Resolution) (Mohan)

(2020-91R)

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

C. Consider and act upon an Interlocal Agreement between Denton County and City of Celina for Environmental and Schematic Design for Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway. (Brawner)

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

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

X. ADJOURNMENT:

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Dec 8, 2020 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 15, 2020
5:00 PM

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Present	
Wayne Nabors	City of Celina	Place 2	Present	
Andy Hopkins	City of Celina	Place 3	Absent	
Carmen Roberts	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Absent	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 5:09 p.m.

II. CANVASS:

A. Consider and act upon approval of canvass documents for the December 8, 2020, General Election Run Off results. (Tarrant)

Assistant to the City Manager Drew Jenks read the final numbers received in total (not available at time of posting) from Collin and Denton Counties.
Wendie Wigginton - 712
Ben Hangartner - 471

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wayne Nabors, Place 2
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Roberts, Koehne
ABSENT:	Hopkins, Anderson

III. ACTION:

Minutes Acceptance: Minutes of Dec 15, 2020 5:00 PM (Minutes Approval)

A. Consider and act upon a resolution of the City Council of the City of Celina, Texas supporting Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) per the Interlocal Agreement dated May 8, 2018. (Brawner)

(2020-93R)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Nabors, Roberts, Koehne
ABSENT:	Hopkins, Anderson

IV. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 5:12 p.m.

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Dec 15, 2020 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, DECEMBER 21, 2020
5:00 PM

MINUTES

I. CALL TO ORDER:

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

Mayor Terry opened the meeting at 5:02 p.m.

II. ACTION:

A. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute an Interlocal Cooperation Agreement with Collin County under the county's emergency program for direct costs expended by municipalities located in Collin County to address and respond to COVID-19; and providing for an effective date. (Stovall)

(2020-92R)

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

III. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 5:03 p.m.

Minutes Acceptance: Minutes of Dec 21, 2020 5:00 PM (Minutes Approval)

_____
Sean Terry, Mayor

_____
Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Dec 21, 2020 5:00 PM (Minutes Approval)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: May 2021 General Election

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a council member for Place 2, and a council member for Place 3 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 1, 2021. (Tarrant)

Background Information:
This resolution calls the annual General Election for May 1, 2021, in accordance with the Celina Home Rule Charter, and the Texas Election Code.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Resolution

Staff Recommendation:
Approval of resolution.

CITY OF CELINA, TEXAS
RESOLUTION 2020-01R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR PLACE 2, AND A COUNCIL MEMBER FOR PLACE 3 FOR THREE (3) YEAR TERMS EACH; AUTHORIZING A JOINT ELECTION WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR, DENTON COUNTY ELECTIONS ADMINISTRATOR AND THE POLITICAL SUBDIVISIONS LOCATED ENTIRELY OR PARTIALLY INSIDE THE BOUNDARIES OF EACH COUNTY TO BE HELD ON MAY 1, 2021; PROVIDING FOR ALL NECESSARY ACTIONS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, Section 3.005(c)(2) of the Code provides that an election ordered by an authority of a municipality shall be ordered not later than the 78th day before Election Day; and

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

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

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

WHEREAS, the City Council desires to and hereby calls a General Election to be conducted on May 1, 2021, to elect one (1) Council Member for Place 2, and one (1) Council Member for Place 3 for three (3) year terms each.

Attachment: 2020- R General Election (General Election)

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

SECTION 1
INCORPORATION

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

SECTION 2
DATE OF ELECTION

It is hereby ordered that a General Election (the "Election") shall be held in and throughout the City of Celina on Saturday, May 1, 2021 under the direction and administration of the Election Officers.

SECTION 3
PURPOSE OF ELECTION

The purpose of said General Election is to elect a Council Member for Place 2 and a Council Member for Place 3, for three (3) year terms each.

SECTION 4
ELIGIBILITY FOR CANDIDACY

As set forth in Section 3.02 Qualifications of the Celina Home Rule Charter, and where applicable, in the Code, no person shall be eligible for a public elective office of this city, unless that person is a qualified voter of the City; at least 18 years of age on the first day of the term to be filled at the election, have resided in the City not less than six (6) months immediately preceding the deadline for filing an application for a place on the ballot; and shall meet the requirements as set forth in Section 141.001 of the code; has not been determined mentally incompetent by a final judgment of a court, has not been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities; and has resided continuously in the State of Texas for 12 (twelve) months immediately preceding the deadline for filing an application for a place on the ballot (preceding the date of the election for a write-in candidate).

SECTION 5
APPLICATION FOR A PLACE ON THE BALLOT

Pursuant to Section 143.007 (c)(2) of the Code, any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the office(s) hereinbefore set forth by filing the person's sworn application with the City Secretary not later than 5:00 p.m. of the 78th

Attachment: 2020- R General Election (General Election)

day before election day, and not earlier than the 30th day before the date of the filing deadline. Each such application shall be on a form as prescribed by the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with Section 52.094(c)(d) of the Code.

SECTION 6
CANCELLATION OF ELECTION

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

SECTION 7
RUNOFF ELECTION

In the event a candidate for office fails to receive a majority of all votes cast for that office, a run-off election for that office shall be conducted on a date provided by Section 2.025 of the Code. The runoff election shall be held in accordance with the Code.

SECTION 8
ELECTION PRECINCT, POLLING PLACE, AND HOURS

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

SECTION 9
APPOINTMENT JUDGES AND CLERKS

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

SECTION 10
COMPENSATION OF THE JUDGE AND CLERKS

The Election Judge and the Alternate Election Judge shall be compensated in accordance with Section 32.091 of the Code. The Election Judge or Clerk who delivers the returns of the Election,

Attachment: 2020- R General Election (General Election)

keys to the ballot boxes or other election equipment, and unused election supplies shall also be paid the additional sum of $25.00 for delivering such materials. Any payment referred to in this Section shall not exceed the maximum amounts set forth in Sections 32.091 and 32.092 of the Code.

SECTION 11
METHOD OF VOTING

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

SECTION 12
GOVERNING LAW; QUALIFIED VOTERS

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

SECTION 13
PUBLICATION AND POSTING OF NOTICE

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

SECTION 14
EARLY VOTING

Early voting by personal appearance shall be conducted by the Election Officer(s), who is hereby appointed the Early Voting Clerk. The main early voting location for Collin County voters shall be located at Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas. The main early voting location for Denton County voters shall be located at Denton County Elections, 701 Kimberly Drive, Denton, Texas. Additional branch locations will be identified in the contract

Attachment: 2020- R General Election (General Election)

executed with the Collin County and Denton County Elections Administrators. The City Secretary may change the places and times of the locations contained in the contract without further City Council action after consulting with the Denton County Elections administrator and Collin County Elections administrator and determining that a change in the places or times is necessary. For the period early voting for the election is permitted by law, the Early Voting Clerk shall keep said office open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., commencing on Monday, April 19, 2021 and terminating on Tuesday, Apr 27, 2021 except that early voting on April 26, 2021, and Apr 27, 2021, shall be between the hours of 7:00 a.m. and 7:00 p.m., and (Collin County only) Saturday, April 23, 2021, (8 a.m. to 5:00 p.m.). Early voting will not be conducted on any official State and/or national holiday during the period of early voting, unless required by the Code.

Application for early voting by mail shall be delivered to the Early Voting Clerk at the same address(s) and not later than the close of regular business in the Early Voting Clerk's office or 12:00 p.m., whichever is later, on April 21, 2020.

Early voting, both by personal appearance and by mail, shall be by use of ballots which conform to the requirements of the Code, and in so doing shall permit the voters to vote for one (1) Council Member for Place 2, and one (1) Council Member for Place 3 for three (3) year terms each. The Early ballots shall be canvassed by the Early Ballot Board, which is hereby created under the direction of the Election Officer.

SECTION 15
DELIVERY OF RETURNS

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

SECTION 16
CANVASSING OF RETURNS

In accordance with Section 67.003 of the Code, the City Council shall canvass the returns not earlier than May 4, 2021, or later than May 12, 2021.

Attachment: 2020- R General Election (General Election)

SECTION 17
NECESSARY ACTIONS

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

SECTION 18
SEVERABILITY CLAUSE

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

SECTION 19
ENGROSSMENT AND ENROLLMENT

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

SECTION 20
EFFECTIVE DATE

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

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day of January, 2021.

_____

Sean Terry, Mayor

Attachment: 2020- R General Election (General Election)

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APROVED AS TO FORM:

_____
Lance Vanzant, City Attorney

Attachment: 2020- R General Election (General Election)

Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: Summer Moon - DIP

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Real Estate for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Summer Moon– DIP) (Barton)

Background Information:
This item authorizes economic incentive funding for the upgrade of the building at 306 W. Walnut, by Celina Real Estate.

The Celina Economic Development Corporation will also contribute towards improvements.

Financial Considerations:
The City will contribute $25,000 towards exterior facade and interior improvement costs: $12,500 when receive certificate of occupancy and $12,500 at one year.

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380— CELINA REAL ESTATE, LLC

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City"), Celina Economic Development Corporation (the "CEDC"), and Celina Real Estate, LLC (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in **Exhibit "A"**, which consists of an approximately 0.08489 acre tract of land, Celina Original Donation, Block 16, Lot 3a-4a, in Celina, Collin County, Texas, generally located at 306 W. Walnut, Celina, Texas (the "Property").

WHEREAS, the Developer intends to construct on the Property, by remodeling an existing structure, a 2,100 square foot coffee shop, more fully described in the submittals filed by Developer with the City, in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the interior and exterior of the building (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the City and CEDC desire to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the City intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars ($25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, CEDC intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars ($25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the Grant (hereinafter defined) for the Facility Improvements to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"CEDC" shall have the meaning ascribed in the introductory paragraph above.

"CEDC Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars ($25,000.00), to be paid as set forth herein.

"City" shall have the meaning ascribed in the introductory paragraph above.

"City Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars ($25,000.00), to be paid as set forth herein.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility Improvements has commenced.

"Completion of Construction" shall mean that (i) construction of the Facility Improvements have been substantially completed, (ii) the City has inspected and accepted the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

"Concept Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit "B".**

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Facility" shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit "B"**.

"Facility Improvements" shall have the meaning ascribed in the Recitals above.

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Grants" shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of fifty thousand and no/100 dollars ($50,000.00).

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

"Party" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the City and CEDC, respectively, for payment of the Grants, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City and CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

"Property" shall have the meaning ascribed in the Recitals above.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the City and/or the CEDC and the Developer.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than July 12, 2021, and subject to

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $100,000 on interior and exterior Facility Improvements.

3.2 Facility Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the City Grant. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $12,500 of the City Grant and the initial payment of $12,500 of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request; and (ii) issuance of a certificate of occupancy from the City for the Facility Improvements. The second and final payment of $12,500 of the City Grant and $12,500 of the CEDC Grant shall be paid one year after the date of the initial payments, respectively, if there is an ongoing business operating in the Facility.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the City and the CEDC the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility Improvements, and such other records as the City and CEDC may reasonably request to verify such the final actual costs are at least $100,000 on interior and exterior Facility Improvements. The City and CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

4.1 The obligation of the CEDC to pay the CEDC Grant and the City to pay the City

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the City and the CEDC with the Payment Request, which includes the Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the Grant is paid.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Certificate of Occupancy. Developer shall have timely received a Certificate of Occupancy for the Facility.

(e) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least $100,000 on interior and exterior the Facility Improvements.

(f) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

Article V
Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of all the Parties;
(b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the City or the CEDC if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

(f) by the City or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;

(g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or

(h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the Grants shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City and CEDC's obligations to pay the Grants as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility, Facility Improvements and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

Celina Real Estate, LLC
Attn: Van Nichols, Developer
Celina Real Estate LLC
1600 Dallas Pkwy Ste 100
Dallas, TX 75248

With Copy to:

Robin D. McGuire
1600 Dallas Pkwy Ste 100
Dallas, TX 75248

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

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

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC grant herein and any other funds received by the Developer from the City and/or the CEDC as of the date of such

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violation within 120 days after the date the Developer is notified by the City and/or the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on be effective the ___ day of January, 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
_____, President

CELINA REAL ESTATE, LLC
BY E MANAGEMENT CORP., ITS MANAGER

By:_____

_____, Developer

_____

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

EXHIBIT "A"
Property Description

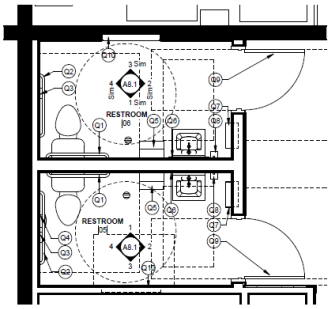
Celina Original Donation, Block 16, Lot 3a-4a

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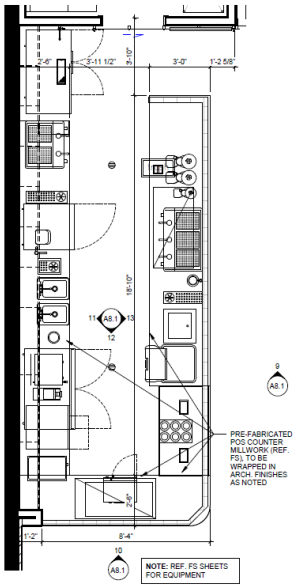
EXHIBIT "B"
CONCEPT PLAN



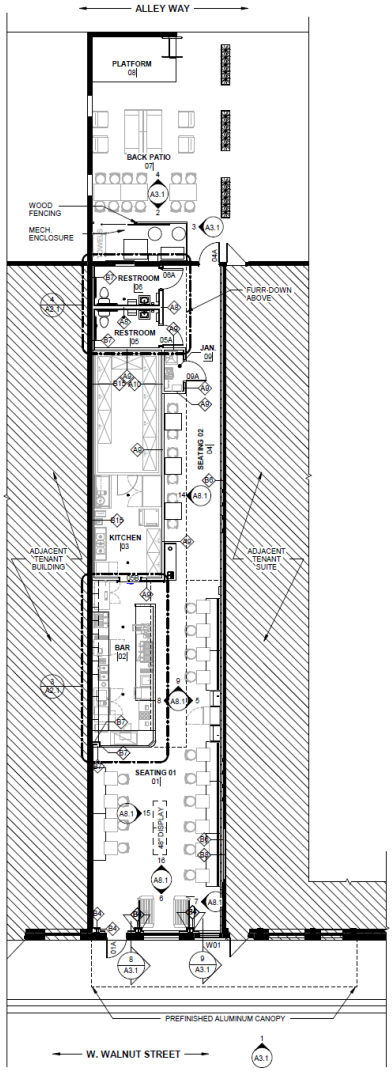
Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)



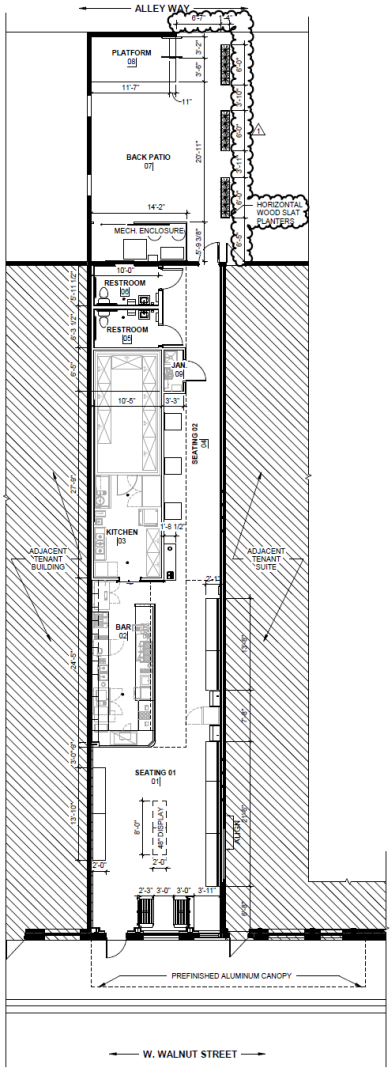
NORTH ENLARGED PLAN 4
SCALE: 3/8" = 1'-0" A2.1



NORTH ENLARGED PLAN 3
SCALE: 3/8" = 1'-0" A2.1



NORTH FLOOR PLAN 2
SCALE: 1/8" = 1'-0" A2.1



NORTH DIMENSION PLAN 1
SCALE: 1/8" = 1'-0" A2.1

Attachment: Summer Moon Incentive Agreement FINAL (Summer Moon – DIP)

Life Connected.

Mainstreet Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Rebecca Barton, Downtown Development Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Dry Fly Brewing - DIP

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Dry Fly Brewing for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Dry Fly Brewing– DIP) (Barton)

Background Information:
This item authorizes economic incentive funding for the upgrade of the building at 105 E. Beech St., by Dry Fly Brewing.

The Celina Economic Development Corporation will also contribute towards improvements.

Financial Considerations:
The City will contribute $25,000 towards exterior facade and interior improvement costs: $12,500 when receive certificate of occupancy and $12,500 at one year.

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380—DRY FLY BREWING

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City"), Celina Economic Development Corporation (the "CEDC"), and Dry Fly Brewing, LLC (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property in Celina, Collin County, Texas, having an address of 105 E. Beech Street, Celina, Texas and generally located near the intersection of N. Oklahoma Dr. and E. Beech St. (the "Property").

WHEREAS, the Developer intends to construct on the Property, by remodeling an existing structure, more fully described in the submittals filed by Developer with the City, in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the interior and exterior of the building (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the City and CEDC desire to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the City intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars ($25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, the City intends to pay for the cost to extend water and sewer service connections to the boundary of the Property; and

WHEREAS, CEDC intends to contribute an amount not to exceed thirty-five thousand and no/100 dollars ($35,000.00) toward the cost of the Facility Improvements; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the Grant (hereinafter defined) for the Facility Improvements to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"CEDC" shall have the meaning ascribed in the introductory paragraph above.

"CEDC Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed thirty-five thousand and no/100 dollars ($35,000.00), to be paid as set forth herein.

"City" shall have the meaning ascribed in the introductory paragraph above.

"City Grant" shall mean (1) an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars ($25,000.00), with the payment to be made as set forth herein, and (2) the City paying for the cost to extend water and sewer service connections to the Property, which is valued at $171,310.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility Improvements has commenced.

"Completion of Construction" shall mean that (i) construction of the Facility Improvements have been substantially completed, (ii) the City has inspected and accepted the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

"Concept Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit "A".**

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Facility" shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit "A"**.

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

"Facility Improvements" shall have the meaning ascribed in the Recitals above.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Grants" shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of sixty thousand and no/100 dollars ($60,000.00) and the City's payment for the cost to extend water and sewer service lines to the boundary of the Property.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

"Party" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the City and CEDC, respectively, for payment of the Grants, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City and CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

"Property" shall have the meaning ascribed in the Recitals above.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the City and/or the CEDC and the Developer.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

Construction of the Facility Improvements to occur not later than July 12, 2021, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "A"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $400,000 on interior and exterior Facility Improvements.

3.2 Facility Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the City Grant, and the City agrees to cause the construction of the water and sewer service lines to boundary of the Property prior to July 12, 2021. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $12,500 of the City Grant and the initial payment of $17,500 of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request; and (ii) issuance of a certificate of occupancy from the City for the Facility Improvements. The second and final payment of $12,500 of the City Grant and $17,500 of the CEDC Grant shall be paid one year after the date of the initial payments, respectively, if there is an ongoing business operating in the Facility.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the City and the CEDC the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility Improvements, and such other records as the City and CEDC may reasonably request to verify such the final actual costs are at least $400,000 on interior and exterior Facility Improvements. The City and CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

4.1 The obligation of the CEDC to pay the CEDC Grant and the City to pay the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the City and the CEDC with the Payment Request, which includes the Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the Grant is paid.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Certificate of Occupancy. Developer shall have timely received a Certificate of Occupancy for the Facility.

(e) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least $400,000 on interior and exterior the Facility Improvements

(f) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

Article V
Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of all the Parties;
(b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the City or the CEDC if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

(f) by the City or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;

(g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or

(h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the Grants shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City and CEDC's obligations to pay the Grants as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility, Facility Improvements and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

Attn: Tom Cavitt
Dry Fly Brewing
7959 Thistletree Lane
Frisco, Texas 75009

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

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

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC grant herein and any other funds received by the Developer from the City and/or the CEDC as of the date of such violation within 120 days after the date the Developer is notified by the City and/or the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on be effective the ___ day of January, 2021.

Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
_____, President

DRY FLY BREWING, LLC

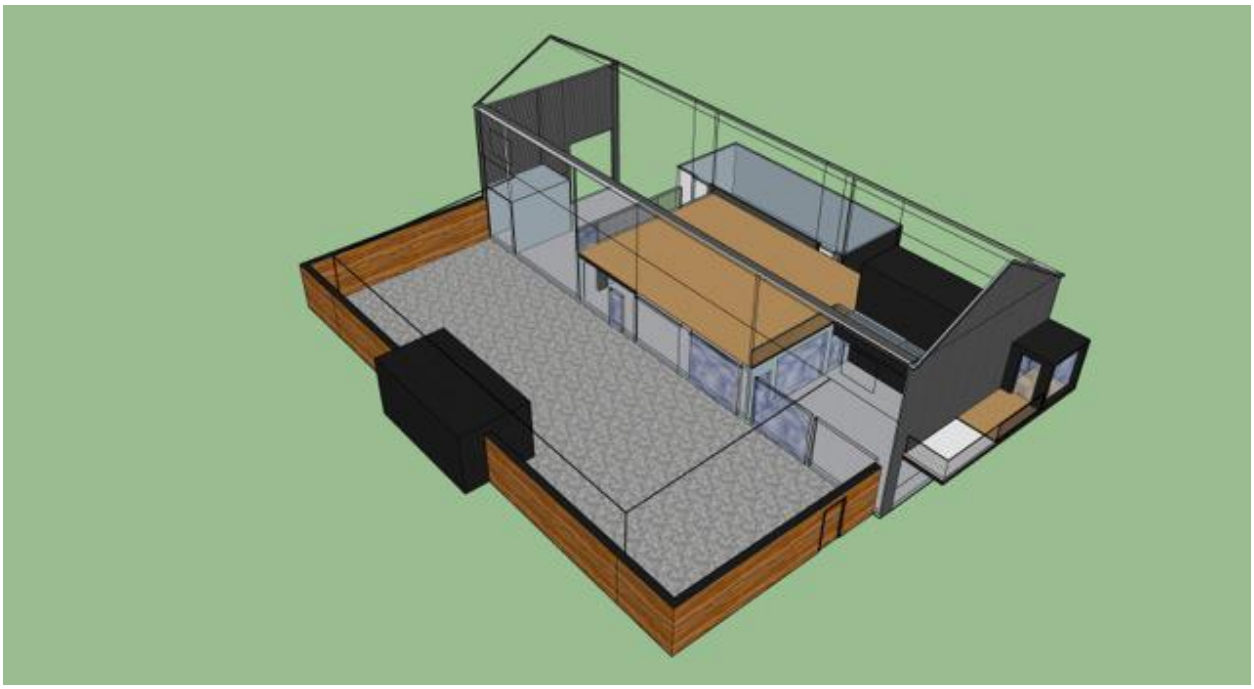
By:_____
Tom Cavitt, Developer

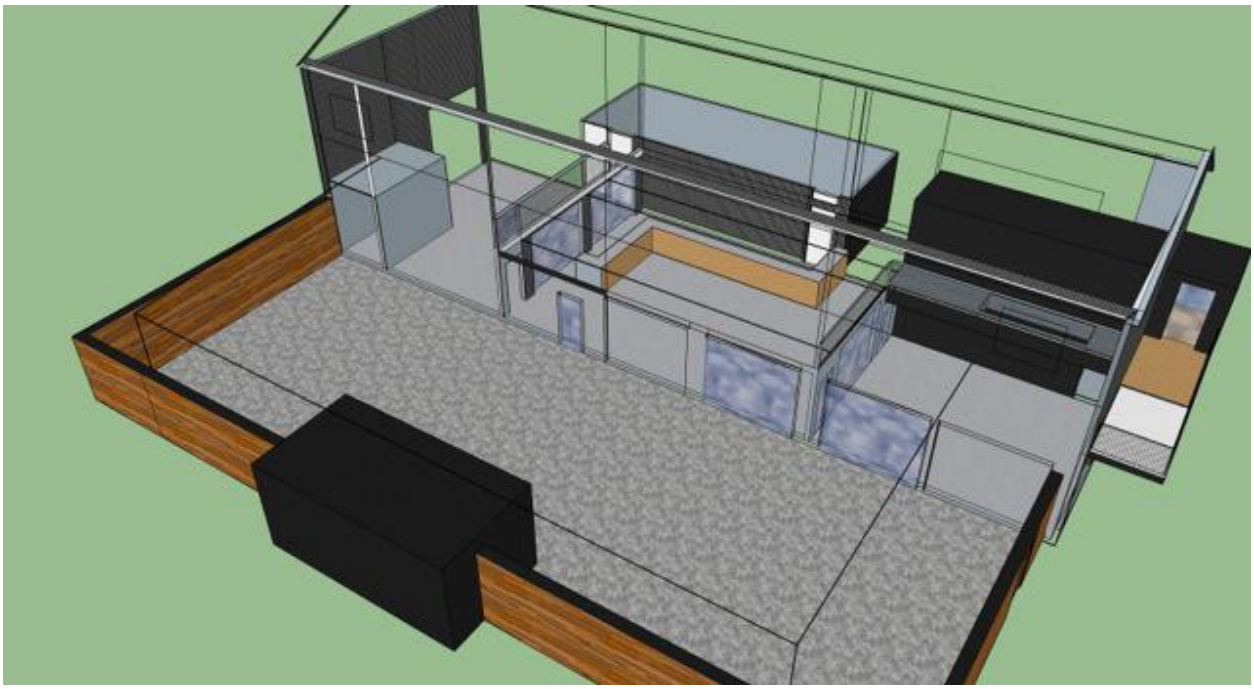
Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)

EXHIBIT "A"
CONCEPT PLAN



Attachment: Dry Fly Brewing Incentive Agreement Council (Dry Fly Brewing – DIP)





Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Raha Pouladi, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Godwin MMD - Support of Creation

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, supporting the creation of the Celina Municipal Management District Number 4. (Godwin MMD - Support of Creation) (Laumer)

Background Information:
This resolution represents the Council's support of the creation of Municipal Management District #4 by the Texas State Legislature.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff Recommends approval.

CERTIFICATE FOR RESOLUTION

On the 12th day of January, 2021, the City Council (the "Council") of the City of Celina, Texas (the "City") did convene in public session (the "Meeting") at the Celina City Council Chambers, 112 N. Colorado, Celina, Texas 75009. The roll being first called the following qualified members ("Council Members"), to-wit:

Sean Terry	Mayor
Chad Anderson	Mayor Pro Tem/Council Member
Justin Steiner	Council Member
Wayne Nabors	Council Member
Andy Hopkins	Council Member
Wendie Wigginton	Council Member
Mindy Koehne	Council Member

A quorum was established, all members being present except: _____ . The Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting had been given as required by Chapter 551 of the Texas Government Code.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution (the "Resolution"), to-wit:

RESOLUTION NO. _____
A RESOLUTION SUPPORTING SPECIAL LEGISLATION FOR THE CREATION OF CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 4

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Resolution except the following:_____. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

A true, full, and correct copy of the Resolution adopted at the Meeting is attached to the Resolution following this Certificate.

SIGNED AND SEALED this 12th day of January 2021.

By:_____
Vicki Tarrant
City Secretary, the City of Celina

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

RESOLUTION NO. _____

A RESOLUTION SUPPORTING SPECIAL LEGISLATION FOR THE CREATION OF CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 4

WHEREAS, a municipal management district to be known as Celina Municipal Management District No. 4 (the "District") is proposed to be created by the Texas Legislature, encompassing the approximately 243.82 acres described in City of Celina Ordinance No. 2010-24 and located wholly within the corporate limits of the City of Celina, Texas (the "City"); and

WHEREAS, the City is in support of such legislation substantially in the form attached hereto as Exhibit "A".

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

Section 1: The City supports the passage of special legislation in the 87th Texas Legislature for the creation of the District substantially in the form attached hereto as Exhibit "A".

Section 2: This Resolution shall be in effect immediately upon adoption.

PASSED AND APPROVED on this 12th day of January 2021.

By:_____
Sean Terry
Mayor, the City of Celina

ATTEST:

By:_____
Vicki Tarrant
City Secretary, the City of Celina

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

EXHIBIT "A"

H.B. No. _____

AN ACT

relating to the creation of the Celina Municipal Management District No. 4; providing authority to issue bonds and impose assessments, fees, and taxes.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle C, Title 4, Special District Local Laws Code, is amended by adding Chapter _____ to read as follows:

CHAPTER _____. CELINA MUNICIPAL MANAGEMENT DISTRICT NO.4

SUBCHAPTER A. GENERAL PROVISIONS

Sec. _____.001. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "City" means the City of Celina, Texas.

(3) "Commission" means the Texas Commission on Environmental Quality.

(4) "Director" means a board member.

(5) "District" means the Celina Municipal Management District No. 4.

Sec. _____.002. CREATION AND NATURE OF DISTRICT. The district is a special district created under Sections 52 and

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

52-a, Article III, and Section 59, Article XVI, Texas Constitution.

Sec. .003. PURPOSE; LEGISLATIVE FINDINGS. (a) The creation of the district is essential to accomplish the purposes of Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, and other public purposes stated in this chapter. By creating the district and in authorizing the city and other political subdivisions to contract with the district, the legislature has established a program to accomplish the public purposes set out in Section 52-a, Article III, Texas Constitution.

(b) The creation of the district is necessary to promote, develop, encourage, and maintain employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development, safety, and the public welfare in the district.

(c) This chapter and the creation of the district may not be interpreted to relieve the city from providing the level of services provided to the area in the district as of the effective date of the Act enacting this chapter. The district is created to supplement and not to supplant the city services provided in the district.

Sec. .004. FINDINGS OF BENEFIT AND PUBLIC PURPOSE. (a) The district is created to serve a public use and benefit.

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

(b) All land and other property included in the district will benefit from the improvements and services to be provided by the district under powers conferred by Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, and other powers granted under this chapter.

(c) The district is created to accomplish the purposes of a municipal management district as provided by general law and Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution.

(d) The creation of the district is in the public interest and is essential to:

(1) further the public purposes of developing and diversifying the economy of the state;

(2) eliminate unemployment and underemployment;

(3) develop or expand transportation and commerce; and

(4) provide quality residential housing.

(e) The district will:

(1) promote the health, safety, and general welfare of residents, employers, potential employees, employees, visitors, and consumers in the district, and of the public;

(2) provide needed funding for the district to preserve, maintain, and enhance the economic health and vitality of the district territory as a community and business center; and

(3) promote the health, safety, welfare, and enjoyment

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

of the public by providing pedestrian ways and by landscaping and developing certain areas in the district, which are necessary for the restoration, preservation, and enhancement of scenic beauty.

(f) Pedestrian ways along or across a street, whether at grade or above or below the surface, and street lighting, street landscaping, parking, and street art objects are parts of and necessary components of a street and are considered to be a street or road improvement.

(g) The district will not act as the agent or instrumentality of any private interest even though the district will benefit many private interests as well as the public.

Sec. .005. DISTRICT TERRITORY. (a) The district is composed of the territory described by Section 2 of the Act enacting this chapter, as that territory may have been modified under other law.

(b) The boundaries and field notes contained in Section 2 of the Act enacting this chapter form a closure. A mistake in the field notes or in copying the field notes in the legislative process does not affect the district's:

(1) organization, existence, or validity;

(2) right to contract;

(3) authority to borrow money or issue bonds or other obligations described by Section .251 or to pay the principal and interest of the bonds or other obligations;

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

(4) right to impose or collect an assessment, or collect other revenue; or

(5) legality or operation.

Sec. .006. APPLICABILITY OF MUNICIPAL MANAGEMENT DISTRICTS LAW. Except as otherwise provided by this chapter, Chapter 375, Local Government Code, applies to the district.

Sec. .007. CONSTRUCTION OF CHAPTER. This chapter shall be liberally construed in conformity with the findings and purposes stated in this chapter.

Sec. .008. CONFLICTS OF LAW. This chapter prevails over any provision of Chapter 375, Local Government Code, that is in conflict or inconsistent with this chapter.

Sec. .009. CONSENT OF MUNICIPALITY AND DEVELOPMENT AGREEMENT REQUIRED. The board may not hold an election to authorize the issuance of bonds until (i) the governing body of the city by ordinance or resolution consents to the creation of the district and to the inclusion of land in the district; and (ii) the governing body of the city has entered into a development agreement with the owner of a majority of the land in the district. The city's consent must be granted in the manner provided by Section 54.016, Water Code, for including land within the corporate limits or extraterritorial jurisdiction of a city.

SUBCHAPTER B. BOARD OF DIRECTORS

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

Sec. .051. GOVERNING BODY; TERMS. The district is governed by a board of five directors who serve staggered terms of four years, with two or three directors' terms expiring June 1 of each even-numbered year. One director is appointed by the city, and four directors are appointed by the commission as provided by Sections .052 and .053, respectively.

Sec. .052. APPOINTMENT AND REMOVAL OF DIRECTOR APPOINTED BY CITY. (a) The governing body of the city shall appoint one director who must be:

(1) at least 18 years of age; and

(2) a resident of the city.

(b) At any time the governing body of the city may remove the director appointed by the city and appoint a director to serve the remainder of the removed director's term.

Sec. .053. APPOINTMENT BY COMMISSION. (a) Before the term of a director other than a director appointed under Section .052 expires, the board shall recommend to the commission the appropriate number of persons to serve as successor directors. The commission shall appoint as directors the persons recommended by the board.

(b) A person recommended by the board under Subsection (a) must be:

(1) at least 18 years of age;

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

(2) an owner of property in the district;

(3) an owner of stock, whether beneficial or otherwise, of a corporate owner of property in the district;

(4) an owner of a beneficial interest in a trust that owns property in the district; or

(5) an agent, employee, or tenant of a person described by Subdivision (2), (3), or (4).

Sec. .054. VACANCY. If a vacancy occurs on the board, the remaining directors shall appoint a director for the remainder of the unexpired term.

Sec. .055. DIRECTOR'S OATH OR AFFIRMATION. (a) A director shall file the director's oath or affirmation of office with the district, and the district shall retain the oath or affirmation in the district records.

(b) A director shall file a copy of the director's oath or affirmation with the secretary of the city.

Sec. .056. OFFICERS. The board shall elect from among the directors a chair, a vice chair, and a secretary. The offices of chair and secretary may not be held by the same person.

Sec. .057. COMPENSATION; EXPENSES. (a) The district may compensate each director in an amount not to exceed $150 for each board meeting. The total amount of compensation a director may receive each year may not exceed $7,200.

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

(b) A director is entitled to reimbursement for necessary and reasonable expenses incurred in carrying out the duties and responsibilities of the board.

Sec. .058. LIABILITY INSURANCE. The district may obtain and pay for comprehensive general liability insurance coverage from a commercial insurance company or other source that protects and insures a director against personal liability and from all claims relating to:

(1) actions taken by the director in the director's capacity as a member of the board;

(2) actions and activities taken by the district; or

(3) the actions of others acting on behalf of the district.

Sec. .059. LIABILITY INSURANCE. The district may obtain and pay for comprehensive general liability insurance coverage from a commercial insurance company or other source that protects and insures a director against personal liability and from all claims relating to:

(1) actions taken by the director in the director’s capacity as a member of the board;

(2) actions and activities taken by the district; or

(3) the actions of others acting on behalf of the district.

Sec. .060. NO EXECUTIVE COMMITTEE. The board may not create an executive committee to exercise the powers of

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

the board.

Sec. .061. INITIAL DIRECTORS. (a) On or after September 1, 2021, the owner or owners of a majority of the assessed value of the real property in the district according to the most recent certified tax appraisal rolls for the county may submit a petition to the commission requesting that the commission appoint as initial directors the four persons named in the petition. The commission shall appoint as initial directors the four persons named in the petition.

(b) The governing body of the city shall appoint one initial director.

(c) The initial directors shall determine by lot which three positions expire June 1, 2023, and which two positions expire June 1, 2025.

(d) This section expires September 1, 20 .

SUBCHAPTER C. POWERS AND DUTIES

Sec. .101. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

Sec. .102. IMPROVEMENT PROJECTS AND SERVICES. (a) Subject to Subsection (b), the district may provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service using money available to the district, or contract with a governmental or private entity to

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under this chapter or Chapter 375, Local Government Code.

(b) The district may not construct or finance an improvement project, other than a water, sewer, or drainage facility or road, unless the governing body of the city by ordinance or resolution consents to the construction or financing.

(c) The district may issue bonds, notes, or other obligations to maintain or repair an existing improvement project only if the governing body of the city by ordinance or resolution consents to the issuance.

Sec. .103. LOCATION OF IMPROVEMENT PROJECT. A district improvement project may be located inside or outside of the district.

Sec. .104. OWNERSHIP OF IMPROVEMENT PROJECTS. (a) Before a district improvement project may be put into operation, the district must transfer ownership of the project to the city.

(b) The transfer of ownership is complete on the city's acceptance of ownership.

Sec. .105. RETAIL WATER AND SEWER SERVICES PROHIBITED. The district may not provide retail water or sewer services.

Sec. .106. ADDING OR REMOVING TERRITORY. (a)

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

Subject to Subsections (b), (c), and (d), the board may add or remove territory as provided by Subchapter J, Chapter 49, Water Code.

(b) The district may add territory as described by Subsection (a) only if the governing body of the city by ordinance or resolution consents to the addition.

Sec. .107. NO EMINENT DOMAIN. The district may not exercise the power of eminent domain.

SUBCHAPTER E. GENERAL FINANCIAL PROVISIONS; ASSESSMENTS

Sec. .201. DISBURSEMENTS AND TRANSFERS OF MONEY. The board by resolution shall establish the number of directors' signatures and the procedure required for a disbursement or transfer of the district's money.

Sec. .202. MONEY USED FOR IMPROVEMENTS OR SERVICES. The district may acquire, construct, or finance an improvement project or service authorized by this chapter or Chapter 375, Local Government Code, using any money available to the district.

Sec. .203. METHOD OF NOTICE FOR HEARING. The district may mail the notice required by Section 375.115(c), Local Government Code, by certified or first class United States mail. The board shall determine the method of notice.

Sec. .204. ASSESSMENTS; LIENS FOR ASSESSMENTS. (a) The board by resolution may impose and collect

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

an assessment for any purpose authorized by this chapter in all or any part of the district.

(b) An assessment, a reassessment, or an assessment resulting from an addition to or correction of the assessment roll by the district, penalties and interest on an assessment or reassessment, an expense of collection, and reasonable attorney's fees incurred by the district are:

(1) a first and prior lien against the property assessed;

(2) superior to any other lien or claim other than a lien or claim for county, school district, or municipal ad valorem taxes; and

(3) the personal liability of and a charge against the owners of the property even if the owners are not named in the assessment proceedings.

(c) The lien is effective from the date of the board's resolution imposing the assessment until the date the assessment is paid. The board may enforce the lien in the same manner that the board may enforce an ad valorem tax lien against real property.

(d) The board may make a correction to or deletion from the assessment roll that does not increase the amount of assessment of any parcel of land without providing notice and holding a hearing in the manner required for additional assessments.

(e) The district may not impose an assessment on a

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

municipality, county, or other political subdivision.

Sec. .205. NOTICE OF ASSESSMENTS. Annually, the board shall file with the secretary of the city written notice that specifies the assessments the district will impose in the district's next fiscal year in sufficient clarity to describe the assessments for the operation and maintenance of the district and the assessments for the payment of debt service of obligations issued or incurred by the district.

SUBCHAPTER F. TAXES AND BONDS

Sec. .251. BONDS AND OTHER OBLIGATIONS. (a) The district may issue, by public or private sale, bonds, notes, or other obligations payable wholly or partly from ad valorem taxes or assessments in the manner provided by Subchapter A, Chapter 372, or Subchapter J, Chapter 375, Local Government Code. Sections 375.207(a) and (b), Local Government Code, do not apply to the district.

(b) In exercising the district's borrowing power, the district may issue a bond or other obligation in the form of a bond, note, certificate of participation or other instrument evidencing a proportionate interest in payments to be made by the district, or other type of obligation.

(c) In addition to the sources of money described by Subchapter A, Chapter 372, and Subchapter J, Chapter 375, Local Government Code, district bonds may be secured and made payable

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

wholly or partly by a pledge of any part of the money the district receives from improvement revenue or from any other source.

(d) Not later than the 30th day before the date the district holds a bond sale, the district shall provide the governing body of the city written notice of the sale.

Sec. .252. Local Government Code 375.207 does not apply to the district.

SUBCHAPTER G. DISSOLUTION

Sec. .301. DISSOLUTION BY CITY ORDINANCE. (a) The governing body of the city may dissolve the district by ordinance.

(b) The governing body may not dissolve the district until:

(1) water, sanitary, sewer, and drainage improvements and roads have been constructed to serve at least 90 percent of the developable territory of the district; and

(2) the district has reimbursed each party that has an agreement with the district for all costs advanced to or on behalf of the district.

(c) Until the district is dissolved, the district is responsible for all bonds and other obligations of the district.

Sec. .302. COLLECTION OF ASSESSMENTS AND OTHER REVENUE. (a) If the dissolved district has bonds or other obligations outstanding secured by and payable from assessments or other revenue, other than revenue from ad valorem taxes, the city

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

shall succeed to the rights and obligations of the district regarding enforcement and collection of the assessments or other revenue.

(b) The city shall have and exercise all district powers to enforce and collect the assessments or other revenue to pay:

(1) the bonds or other obligations when due and payable according to their terms; or

(2) special revenue or assessment bonds or other obligations issued by the city to refund the outstanding bonds or obligations.

Sec. .303. ASSUMPTION OF ASSETS AND LIABILITIES. (a) After the city dissolves the district, the city assumes, subject to the appropriation and availability of funds, the obligations of the district, including any bonds or other debt payable from assessments or other district revenue.

(b) If the city dissolves the district, the board shall transfer ownership of all district property to the city.

SUBCHAPTER Z. SPECIAL BOND PROVISIONS

Sec. .901. APPLICABILITY. This subchapter applies only to bonds payable wholly or partly from revenue derived from assessments on real property in the district.

Sec. .902. CONFLICT OF LAWS. In the event of a conflict between this subchapter and any other law, this subchapter prevails.

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

Sec. .903. WRITTEN AGREEMENT REGARDING SPECIAL APPRAISALS. Before the district may issue bonds, the district and any person to whom the board intends that proceeds of the bonds be distributed, including the developer, another owner of land in the district, and any entity acting as a lender to the developer or other landowner for the purpose of a project relating to the district, must enter into a written agreement that:

(1) waives for the term of the agreement the right to a special appraisal with respect to taxation by the district under Subchapters B, C, D, E, F, and H, Chapter 23, Tax Code; and

(2) remains in effect for 30 years and is binding on the parties, on entities related to or affiliated with the parties, and on their successors and assignees.

Sec. .904. REQUIREMENTS FOR ADVERTISING BOND ISSUE. A district may not advertise for an issuance of bonds until the completion of at least 25 percent of the projected value of the improvements, including houses and other buildings, that are liable for district assessments and necessary to support the district bonds.

Sec. .905. REQUIREMENTS FOR BOND ISSUE. The district may not issue bonds until:

(1) the district submits to the commission:

(A) an engineer's report describing the project for which the bonds will provide funding, including data, profiles,

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

maps, plans, and specifications related to the project; and

(B) a cash flow analysis to determine the projected rate of assessment, which includes the following assumptions:

(i) each ending balance for debt service in the analysis is not less than 25 percent of the following year's debt service requirement;

(ii) interest income is only shown on the ending balance for debt service for the first two years; and

(iii) the projected rate of assessment is level or decreasing for the life of the bonds issued by the district;

(2) the completion of at least 75 percent of the projected value of the improvements, including houses and other buildings, that are liable for district assessments and necessary to support the district bonds; and

(3) the district has obtained an independent market study from a firm recognized in the area of real estate market analysis supporting the development projects for the real property that is liable for district assessments and necessary to support the district bonds.

Sec. .906. REQUIREMENTS FOR COLLECTION OF REVENUE TO PAY BONDS. The district may not collect an assessment to be used for the payment of bonds until:

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

(1) the completion of at least 95 percent of the underground water, wastewater, and drainage facilities financed from bond proceeds that are necessary to serve the projected build-out, as certified by the district's engineer;

(2) the district or other appropriate party has secured the groundwater, surface water, and water discharge permits that are necessary to secure capacity to support the projected build-out;

(3) the completion of at least 95 percent of lift station, water plant, and sewage treatment plant capacity sufficient to serve the connections constructed in the project for a period of not less than 18 months, as certified by the district's engineer; and

(4) the completion of at least 95 percent of the streets and roads that are necessary to provide access to the areas served by utilities and financed by the proceeds of bonds issued by the district, as certified by the district's engineer and constructed in accordance with municipal or county standards.

SECTION 2. The Celina Municipal Management District No. 4 initially includes all the territory contained in the following area:

SECTION 3. (a) The legal notice of the intention to

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, lieutenant governor, and speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act have been fulfilled and accomplished.

SECTION 4. This Act takes effect September 1, 2021.

Attachment: Draft Resolution (Godwin MMD - Support of Creation)

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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Jose Mendez, Director of IT
Date: January 12, 2021
Re: Microsoft 365 License

Action Requested:
Consider and act to authorize the purchase of Microsoft licenses from SHI Government Solutions through the State of Texas Department of Information Resources Contract DIR-TSO-4092 at the unit prices listed for a total not to exceed $60,000.00). (Berry)

Background Information:
Each year the City of Celina must renew the Enterprise Agreement with Microsoft for software use. This year, staff is transitioning from Office 365 to Microsoft 365. Microsoft 365 is a bundle that combines Office 365 with Windows 10, Enterprise Mobility, and security features. This allows staff to manage all devices and security settings from the cloud through the Microsoft 365 Admin Center.

The following products are included and the licenses are good from December 1, 2020 to November 30, 2023.

- Office 365 Enterprise F1, F3, G3 and G5
- Microsoft Intune
- Microsoft Advanced Threat Analytics
- Identity and Threat Protection
- Information Protection and compliance
- Azure Active Directory
- Azure Information Protection
- Azure Advanced Threat Protection
- Windows 10 Enterprise licensing

Alternatives:
Council may reject purchase and direct staff.

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

Supporting Documents:

Quote

Staff Recommendation:
Authorization of License purchase



Pricing Proposal
Quotation #: 19770132
Created On: 12/3/2020
Valid Until: 12/31/2020

CITY OF CELINA

jose mendez
142 North Ohio
Celina, TX 75009
United States
Phone: 9723822111
Fax:
Email: jmendez@celina-tx.gov

Inside Account Executive

Patrick Groh
SHI Government Solutions
P.O. Box 847434
Dallas, TX 75284-7434
Phone: 800-477-6479
Fax: 732-564-8224
Email: Patrick_Groh@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	61	$353.64	$21,572.04
2	M365 E3 FromSA GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-34700 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	40	$295.68	$11,827.20
3	M365F1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3EB-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	10	$42.24	$422.40
4	M365 F3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-63092 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	80	$105.11	$8,408.80
5	OfficeProPlus ALNG SA MVL Microsoft - Part#: 269-05704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	15	$98.23	$1,473.45
6	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	2	$276.03	$552.06
7	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	2	$92.34	$184.68

Attachment: SHI Quote-19770132 (Microsoft 365 License)

8	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	2	$576.29	$1,152.58
9	TeamsRoomsStandGCC ShrdSvr ALNG SubsVL MVL PerDvc Microsoft - Part#: MQH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	5	$138.34	$691.70
10	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	2	$99.05	$198.10
11	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	64	$18.01	$1,152.64
12	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Enterprise - All Languages Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	16	$124.43	$1,990.88
			Subtotal	$49,626.53
			Shipping	$0.00
			Total	$49,626.53

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: SHI Quote-19770132 (Microsoft 365 License)

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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Figueroa, Director of Public Works
Date: January 12, 2021
Re:

Action Requested:
Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed $759,900.00. (Berry)

Background Information:
The water meters to be purchased will be used on a daily basis to provide sound infrastructure by providing new meters for new builds and replacement meters for defective/broke meters. The City is currently utilizing Sensus software for reading meters. Staff will be standardizing the meter system going forward with Sensus meters. Sensus meters are considered sole source. They are only available through one vendor due to territorial restrictions.

The Water division of Public Works will have the primary responsibility for purchasing meters. Authorizing the purchase will allow staff to order required items as needed resulting in increased productivity and efficiency.

Meter pricing is guaranteed through October 1, 2021.

Financial Considerations:
Funding is available in the current budget. 202-117-000-6348 $759,900.00

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Legal Review:
N/A

Supporting Documents:
Aquametric Sole Source Affidavit

Staff Recommendation:
Staff recommends authorizing the purchase of water meters from Aqua Metric Sales.

SOLE SOURCE (VENDOR) AFFIDAVIT

Thirkettle Corporation dba Aqua-Metric Sales Company	Michael Cartwright, Operations Manager
Company Name	**Contact Person**
16914 Alamo Parkway, Building 2, Selma, Texas 78154	
Address	**City** **State** **Zip**
(210) 967-6300	Michael.Cartwright@aqua-metric.com
Phone	**Email**

Before me, the undersigned official, on this day, appeared, Thomas Thirkettle,
A person known to me to be the person whose signature appears below; whom after being duly sworn, his/her oath deposed and said:

1. My name is Thomas Thirkettle; I am over the age of 18, have never been convicted of a felony and I am competent to make this affidavit.

2. I am an authorized representative of the above named company or firm:

3. The above named company or firm is the sole source provider of the following item/service **and no other company or firm in the United States sells or distributes the products listed below**:

Note: Aqua-Metric is the sole source Sensus distributor for the majority of Texas - primarily east, northeast, and south Texas.
Sensus distributors outside of our territory will not supply product within our boundaries as this is not permitted by Sensus.
A copy of our official Sensus Sole Source Letter has been included as an attachment to this form.

4. Competition in providing the above named item/service) are precluded by the existence of a: (Please mark one source)

O	patent	O	copyright	O	secret process
O	monopoly	O	film	O	manuscript
O	book	O	a captive replacement part or component for equipment.		

☒ There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor, who markets a product through distributors, or more than one outlet, is not a sole source because the products are available from more than one source.**

Signature of Authorized Official (President, CEO)

President
Title of Authorized Official

SUBSCRIBED AND SWORN to before me on this 6th **day of** February, 2019.

(Seal)

D. FRYMIRE
COMM. #2231912
Notary Public · California
Riverside County
My Comm. Expires Feb. 23, 2022

Signature of Notary

D. Frymire, Notary Public
Printed Name

Feb. 23, 2022
My Commission Expires

Approval: ✓ **Yes** _____ **No**

territorial sole source OEM

Signature of Purchasing Agent

2/6/19
Date

Attachment: Aqua Metric Sales Sole Source Affidavit (Meters FY 2021)

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xyleminc.com

sensus
a xylem brand

August 21, 2018

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Schertz, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xyleminc.com regarding this or any other matter.

Sincerely

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc

Attachment: Aqua Metric Sales Sole Source Affidavit (Meters FY 2021)

Sales Quote

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

December 28, 2020

Quote for: City of Celina
Attention:
Address:
City, State, ZIP:
Phone:
Email: Nathan Morales <nmorales@Celina-tx.gov>

Quantity	Description	Unit Price	Line Total
	3/4" SRII METER TRPL	$184.91	
	1" SRII METER TRPL	$237.13	
	1.5" OMNI R2 METER TRPL	$480.24	
	2" OMNI R2 METER TRPL	$673.82	
	3" OMNI C2 METER TRPL	$1,694.54	
	4" OMNI C2 METER TRPL	$2,943.14	
	6" OMNI C2 METER TRPL	$5,083.60	
	8" OMNI C2 METER TRPL	$8,212.18	
	3" OMNI H2 METER W/TRPL AND CPLGS	$1,373.96	
	MXU 520M SINGLE PORT	$151.40	
	TRPL CABLE	$15.22	
	5/8"-1" SRII TRPL REGISTER ONLY	$66.74	
	3" OMNI C2 MEASURING CHAMBER TRPL	$1,218.96	

Total

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale located on our website.
2. Quote is valid through 10/01/21.
3. Freight allowed on complete single orders exceeding $10,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.

Attachment: Quote Meter 100121 (Meters FY 2021)

Proprietary and Confidential

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: January 12, 2021
Re: Mustang Global Billing Agreement

Action Requested:
Consider and act to authorize the City Manager to enter into an interlocal agreement with Mustang Special Utility District for global billing services. (Brawner)

Background Information:
In July 2017, the City of Celina entered into an agreement with Mustang Special Utility District for global billing services for those properties within the Mustang water and sewer CCN. The agreement provides the ability for Mustang to collect fees with Celina related to franchise fees, waste/trash collection and/or stormwater fees related to Sutton Fields subdivision.

The proposed agreement expands the existing agreement to extend this agreement to encompass all properties within the City of Celina and Mustang SUD. It also incorporates into the agreement the provision to collect waste, trash, and recycling collections services to the Mobberly district per the City's agreement with the Mobberly district.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could choose to not approve the proposed agreement.

Financial Considerations:
N/A

Legal Review:
Legal counsel has reviewed an approved the agreement

Supporting Documents:
Agreement

Staff Recommendation:
Staff recommends approval.

State of Texas §
County of Denton §

INTERLOCAL AGREEMENT

FOR GLOBAL BILLING SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2020 BETWEEN the City of Celina (the "City"), a Texas home rule municipality, and the Mustang Special Utility District ("MSUD"), a Texas special utility district, collectively the "Parties," pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code, providing for the cooperation and contracting between local governmental bodies, and therefore, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

RECITALS

WHEREAS, the Parties desire to enter into a global agreement applicable to all properties and territories within the City's ultimate boundary (the "Ultimate Boundary"), as shown on Exhibit "A," that is serviced by MSUD water CCN no. 11856 and MSUD sewer CCN no. 20930 (the "MSUD Service Area"); and

WHEREAS, the Parties desire for this Agreement to also apply to the Mobberly tract ("Mobberly"), as shown on Exhibit "B," to the extent that this Agreement relates to waste, trash, and recycling collection services; and

WHEREAS, Chapter 791 of the Texas Local Government Code authorizes a local government and special district to enter into an interlocal contract to provide a governmental function or service that each Party is authorized to perform individually; and

NOW THEREFORE, the Parties, pursuant to the foregoing considerations, agree as follows:

1. MSUD's Fees in the MSUD Service Area. The Parties agree that MSUD will conduct MSUD's monthly billing for services rendered by MSUD from its retail water and retail wastewater facilities and assets to the customers located within the MSUD Service Area ("Monthly Charges"). The City agrees that MSUD shall assess and collect all fees, rates, and charges in MSUD's Rate Order, including meter and connection fees ("Connection Fees"), and all fees charged by the Upper Trinity Regional Water District ("UTRWD Fees"). MSUD represents that the Connection Fees are required by MSUD's Rate Order and a non-standard agreement executed by MSUD and developers within the MSUD Service Area.

2. Payment of Reimbursement Fee from Connection Fees. MSUD agrees to pay the total sum of Five Hundred Dollars ($500.00) per lot upon the receipt of payment of the Connection Fees (the "Reimbursement Fee"). MSUD agrees that payment of the Reimbursement Fee shall be made to the City in the month following the receipt of the payment by MSUD.

3. Services and Summary Billing Services in MSUD Service Area. MSUD agrees to provide services and summary billing services for the City on all lots serviced by MSUD's water

Attachment: MSUD-Celina Global Billing Agreement (10.26.20) (Mustang Global Billing Agreeement)

and sewer CCNs within the MSUD Service Area, pursuant to the following terms and conditions:

a. Services. MSUD will provide billing services on behalf of the City to its residents or customers located in the MSUD Service Area for the following services or charges (collectively, the "City's Fees"):

   i. Franchise fee, if any;
   ii. Waste, trash, and recycling collection (the “Refuse Fees”); and
   iii. Stormwater utility fee (the “Drainage Fees”).

b. Billing Services Fee. As consideration for the service rendered by MSUD to the City, the City agrees to pay MSUD three percent (3%) of all the City's Fees collected by MSUD on behalf of the City (the "Billing Service Fee"). MSUD will deduct the Billing Service Fee from the amount of City's Fees billed each month and remit payment of same to the City within thirty (30) days of the end of each billing cycle. Payments shall be made by wire transfer to an account to be designated by the City.

c. Billing Statement. MSUD will render one statement each month for each City customer ("City Customers") that will summarize the accounts of MSUD and the City's Fees (the "Billing Statement"). MSUD will provide the City a monthly report summarizing the details of the City's Fees.

d. Customer Information. The City shall timely remit to MSUD all City Customer information needed for billing the City's Fees in an electronic form acceptable to MSUD to facilitate the billing services for the City's Fees. The City shall identify any City Customer who has expressed to the City a desire for the individual's information to remain confidential. MSUD agrees to maintain the confidentiality of such information.

e. Change to Information or Rates. The City shall remit to MSUD any change in its Customer Information within ten (10) days of such change. The City shall provide MSUD notice of any change in the City's Fees forty-five (45) days prior to the effective date of any change. MSUD agrees to provide confirmation of the City's changes within ten (10) days after receipt of any notice. MSUD agrees to implement changes to incorporate the changes according to the notice in the billing cycle applicable to the effective date of the change.

f. Delinquent City Customer Accounts. Any delinquent City Customer accounts will not affect the amount of the City’s Fees that are billed and remitted each month pursuant to Section 3(b). MSUD shall be responsible for any delinquent City Customer accounts. MSUD may render a list to the City of all delinquent accounts by the tenth (10^{th}) day of each month.

g. Bill Due Date. A Billing Statement for each customer will be prepared and mailed on or about the first (1st) day of each calendar month. The due date of a Billing Statement shall be 15 days after the mailing date. All payments must be received by 5:00 pm on the due date. Otherwise the account shall be delinquent thereafter.

Attachment: MSUD-Celina Global Billing Agreement (10.26.20) (Mustang Global Billing Agreeement)

h. Application of Payment. Payments shall be applied upon receipt. Payments will be first applied to arrearage balances, then divided pro rata and applied to all accounts. Overpayments will be credited to a master account and applied to the next billing cycle. If the City establishes a late fee for delinquent accounts and provides notice to MSUD, MSUD agrees to include such late fee in the next Billing Statement. By execution of this Agreement, the City adopts the same procedures and for termination of delinquent accounts as set out in MSUD's Rate Order and applicable tariffs. The City agrees that MSUD shall process any delinquent account for City Fees in the same manner as MSUD processes its own accounts, including but not limited to, the assessment of late fees and disconnections of service.

i. Partial Payment. MSUD may accept partial payment, providing however, any partial payment shall be applied pro-rata to the amount due for both the amount due MSUD and the amount due the City, unless the Customer specifies in the writing to the allocation of partial payment.

j. Applications. Any applications required by the City for service shall be filed with the City. Any deposits required by the City shall be collected by the City. Any applications required by MSUD for service shall be filed with MSUD. Any deposits required by MSUD shall be collected by MSUD.

k. Billing Errors. MSUD shall make adjustments as necessary to correct billing errors and will be reflected in the following month's Billing Statement.

l. Additional Fees. The City may request in writing that MSUD provide billing services for other fees not referenced herein. Should MSUD, in its sole discretion, agree in writing to include the additional fees in the then-existing City Fees, the additional fees shall be in all respects subject to the terms and conditions of this Agreement, and no amendment will be necessary to include those additional fees within the scope of this Agreement.

m. Termination of Billing Services. Either MSUD or the City may terminate the billing services herein upon sixty (60) days written notice to the other. In the event of termination, the information that relates to the City Customers shall provide to the City within ten (10) days and all billing and collection procedures shall become the sole responsibility of the either the City or MSUD for the respective services provide by each to the respective customers of each. All monies collected previously on behalf of the City shall be paid to the City according to the terms herein and after deduction of any Billing Service Fee earned by MSUD, along with a final accounting. All remaining provisions, requirements and conditions in this Agreement shall be unaffected by such termination and survive any termination of the billing services.

4. Services and Summary Billing Services in Mobberly. MSUD agrees to provide services and summary billing services for the City on all lots within Mobberly for waste, trash, and recycling collection only, subject to the same terms and conditions in Paragraph 3.

Attachment: MSUD-Celina Global Billing Agreement (10.26.20) (Mustang Global Billing Agreement)

5. Applicability. The fees and services herein shall apply to all lots currently within the MSUD Service Area and Mobberly, and shall also apply to all lots built within the MSUD Service Area and Mobberly after the execution date of this Agreement, unless a portion of such territories are decertified from MSUD's water and/or sewer CCNs. If MSUD expands the territories covered by its CCN, this Agreement shall apply to all lots, both already built and not yet built, that are serviced by MSUD's water and sewer CCNs and that are also within the City's Ultimate Boundary in those new territories. Should any provision in this Agreement be voided by the decertification of MSUD's water and/or sewer CCN, the remaining provisions of this Agreement shall remain in full force and effect.

6. Previous Agreements. This Agreement supersedes all prior oral and written agreements between the Parties, or any affiliates or representatives of the Parties, regarding the subject matters set forth herein.

7. Effective Date. This Agreement is enforceable among the Parties following execution of this Agreement by all of the parties. The CCN Transfers contemplated by this Agreement will be effective and enforceable upon approval by the Texas Commission on Environmental Quality ("TCEQ") (the "Transfer Effective Date"). MSUD and City will cooperate in the timing and drafting of the Notice to Customers, if any, that may be necessary.

8. Filing of Agreement. After execution of the Agreement by the Parties, a copy of the Agreement will be filed with the TCEQ together with any other forms required by the TCEQ.

9. Section 13.248. This Agreement will be construed and interpreted to comply with Section 13.248 of the Texas Water Code.

10. Applicable Texas Law. This Agreement will be governed by and construed and enforced under the laws of the State of Texas.

11. Assignability. This Agreement is non-assignable and may not be assigned by either party without the written consent of the other.

12. Performance and Venue. The obligations and undertaking of each of the Parties to this Agreement will be performed in Denton, Texas. Except for matters within the jurisdiction of the TCEQ (or it successors), the parties expressly agree that all judicial proceedings to enforce any of the provisions of the Agreement will take place in Denton County, Texas.

13. Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No Agreement statement, or promise made by any party or by any employee, agent, or officer of any party, with reference to the subject matter of this agreement, that is not contained in the Agreement will be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.

15. Successors and Assigns. This Agreement will be binding upon the Parties hereto and their respective successors, representatives and assign.

Attachment: MSUD-Celina Global Billing Agreement (10.26.20) (Mustang Global Billing Agreeement)

16. Agreement Drafted Equally. This Agreement will be deemed drafted equally by the Parties hereto. The language of all parts of this agreement will be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party will not apply.

17. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect.

18. Notices. Any notice to be given hereunder by either party to the other party shall be in writing, unless otherwise provided herein, and may be effected by delivery in person or by electronic delivery, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

To MSUD: MSUD Special Utility District
Attn: Chris Boyd, General Manager
7985 FM 2931
Aubrey, Texas 76227
cboyd@MSUDwater.com

Copy to: [MSUD Attorney?]

To the City: City of Celina
Attn: Jason Laumer, City Manager
142 N. Ohio St.
Celina, Texas 75009
jlaumer@celina-tx.gov

Copy to: Lance Vanzant, Partner
Hayes, Berry, White & Vanzant
512 W. Hickory St., Ste. 100
Denton, TX 76201
lvanzant@hbwvlaw.com

19. Breach of Agreement and Remedies. If either Party breaches any term or condition of this Agreement, the non-breaching party may, at its sole option, provide the breaching party with notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon its receipt of a notice of breach, the breaching party shall have sixty (60) days to cure the breach, assuming such breach reasonably may be cured in such time period. If the breaching party does not cure the breach within the sixty (60) days (or a reasonable period of time if 60 days is not sufficient), the non-breaching party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith. The rights and remedies granted in this Agreement to the Parties in the event of default are cumulative, and the exercise of such rights shall be without prejudice to the enforcement of any

Attachment: MSUD-Celina Global Billing Agreement (10.26.20) (Mustang Global Billing Agreeement)

other right or remedy authorized by law or this Agreement.

20. Indemnity. To the maximum extent allowed by law, the City shall indemnify and save harmless the MSUD and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the City or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

To the maximum extent allowed by law, the MSUD shall indemnify and save harmless the City and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the MSUD or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

21. Attorney's Fees. In the event that the terms and conditions of the Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.

22. Covenant of Authority. The respective signatories to the Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective party.

23. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the Parties, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

24. Effective Date. This Agreement shall be effective from and after the date of approval by the duly elected Board of Directors of MSUD and the City Council members of the City of Celina.

(Signature pages to follow.)

Attachment: MSUD-Celina Global Billing Agreement (10.26.20) (Mustang Global Billing Agreeement)

EXECUTED on this ____ day of _____, 2020, by: CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of Mustang Special Utility District, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXECUTED on this ____ day of _____, 2020, by: MSUD SPECIAL UTILITY DISTRICT

By: _____
Christopher Boyd, General Manager

ATTEST:

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of Mustang Special Utility District, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: MSUD-Celina Global Billing Agreement (10.26.20) (Mustang Global Billing Agreement)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: Library Interlocal Agreement

Action Requested:
Consider and act upon an Interlocal Agreement by and between the City of Celina and Collin County for annual Library Funding. (Shaw)

Background Information:
The County agrees to fund the City for benefit of the library in the amount of $19,745.50 for the 2021 fiscal year. The City agrees to provide full library services for residents of Collin County within or without of an incorporated area of the county.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:
$19,745.50 to the City of Celina from the Collin County.

Legal Review:

Supporting Documents:
Annual Interlocal Agreement

Staff Recommendation:

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND THE CITY OF CELINA
REGARDING THE CELINA PUBLIC LIBRARY**

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "**COUNTY"** and the City of Celina, a political subdivision of the State of Texas; hereinafter referred to as the **"CITY".**

II.

The **COUNTY** and **CITY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The **CITY** is a duly organized political subdivision of the State of Texas engaged in the administration of City Government and related services for the benefit of the citizens and residents of the City of Celina.

The Celina Public Library, hereinafter referred to as the "**Library**", is a department of the City established by the City Council for administering and providing library services for the general public in Celina and Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **CITY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of the **COUNTY** and **CITY** and that any necessary resolutions or orders extending said authority has been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **CITY** for the benefit of the **LIBRARY** in the amount of $19,745.50 for the 2021 fiscal year (October 1, 2020 through September 30, 2021) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **CITY** will provide the following services to the citizens of Collin County for the year of 2021:

Attachment: Library Agreement - Celina (Library ILA Collin County)

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county. "Full library services" shall mean access to all library materials made available to Celina residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Celina residents and non-residents. City may promulgate rules regarding general access to library materials, including Internet access, in its sole discretion.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **CITY** by the **COUNTY** under the terms of this agreement shall be used solely for library services to the public.

The **CITY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures related to the **LIBRARY** and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

The **CITY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **CITY**, the **COUNTY** agrees to pay to the **CITY** for the full performance of this agreement the annual amount of $19,745.50. The **CITY** understands and agrees that payment by the **COUNTY** to the **CITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed herby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **CITY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **CITY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY.**

Attachment: Library Agreement - Celina (Library ILA Collin County)

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

COLLIN COUNTY

SIGNATURE: _____ _____
Chris Hill, Collin County Judge Date

CITY OF CELINA

SIGNATURE: _____ _____
Date

PRINT NAME: _____

TITLE: _____

Attachment: Library Agreement - Celina (Library ILA Collin County)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jennifer Ramer, Commissioner
Date: January 12, 2021
Re: Amendment to Interlocal Agreement for Animal Shelter Services.

Action Requested:
Consider and act upon approval of a second amendment to an Interlocal Agreement for the facility construction and use of an animal shelter in Collin County. (Green)

Background Information:
This amendment extends the term of the agreement for another year.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Agreement

Staff Recommendation:

Contract Amendment FOURTEEN (14)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N Ohio St.
Celina, TX 75009

Effective Date 10/01/2020
Contract No. 06668-09
Contract Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County

Awarded by Court Order No.: 2006-891-09-26
Contract Amendment No.: 13 Court Order No. 2019-895-10-07
Contract Amendment No.: 14 Court Order No.

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Item #1 Agreement shall be in effect from October 1, 2020, continuing through and including September 30, 2021 at the below rate:

Item #2 Total amount for fiscal year 2021: **$15,911.00**

Item #3 Add Force Majeure to Terms and Conditions:
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

_____ (Print Name)

City of Celina
142 N Ohio St.
Celina, TX 75009

SIGNATURE
TITLE:
DATE:

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michelle Charnoski, CPPB
Purchasing Agent
DATE:

Attachment: Animal Shelter Services City of Celina (Animal Shelter)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Airmax-CTX - Development Agreement

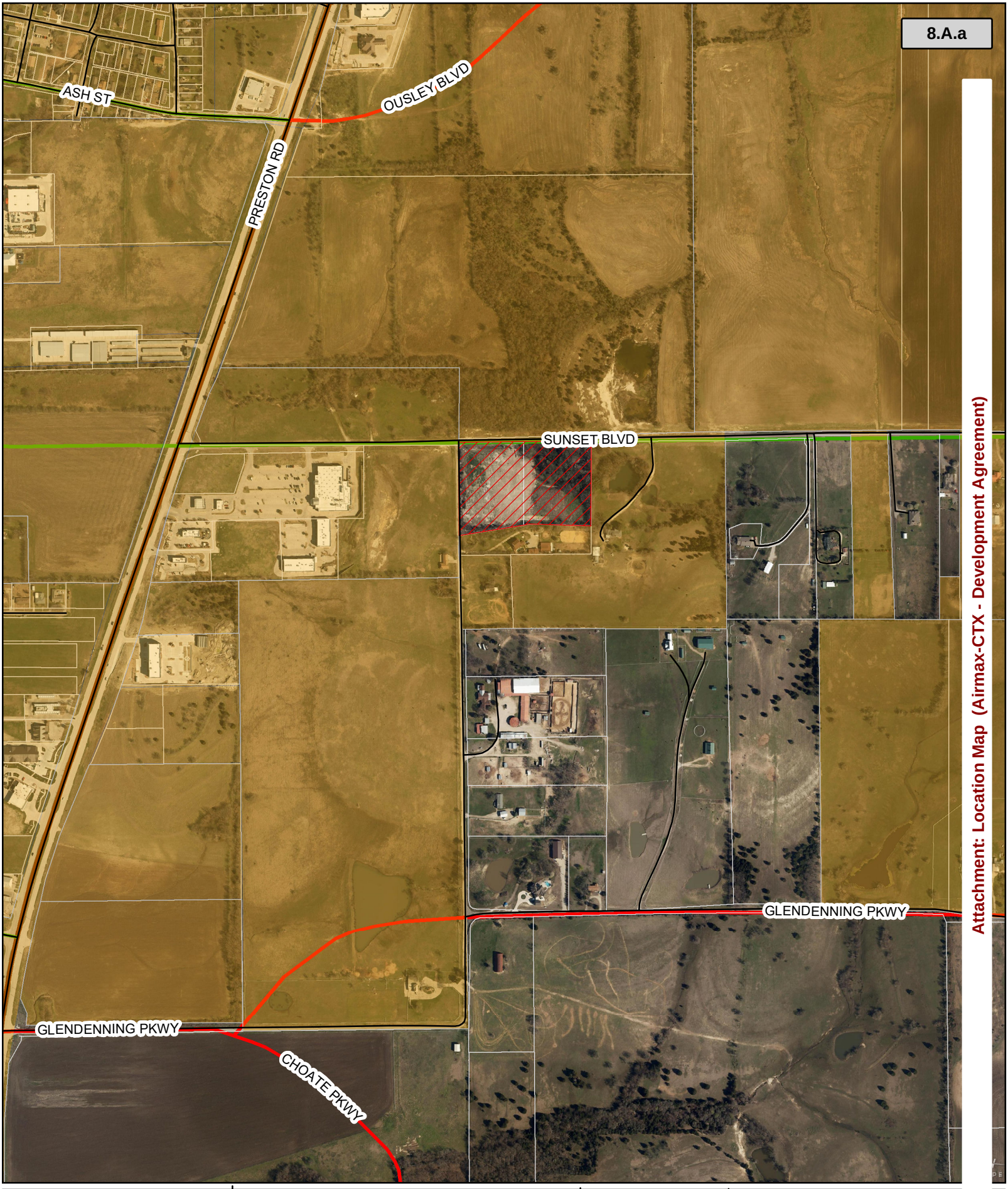
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 9 acres of land, generally located at the southeast corner of County Road 89 and Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Airmax-CTX -Development Agreement) (McAfee)

Applicant:
Airmax Inc.
216 West Pecan Street
Celina, TX 75009

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Airmax-CTX - Development Agreement)

CELINA TEXAS EST. 1876
Life Connected.

Airmax Location Map

Date: 11/10/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels

N
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S

0 Feet

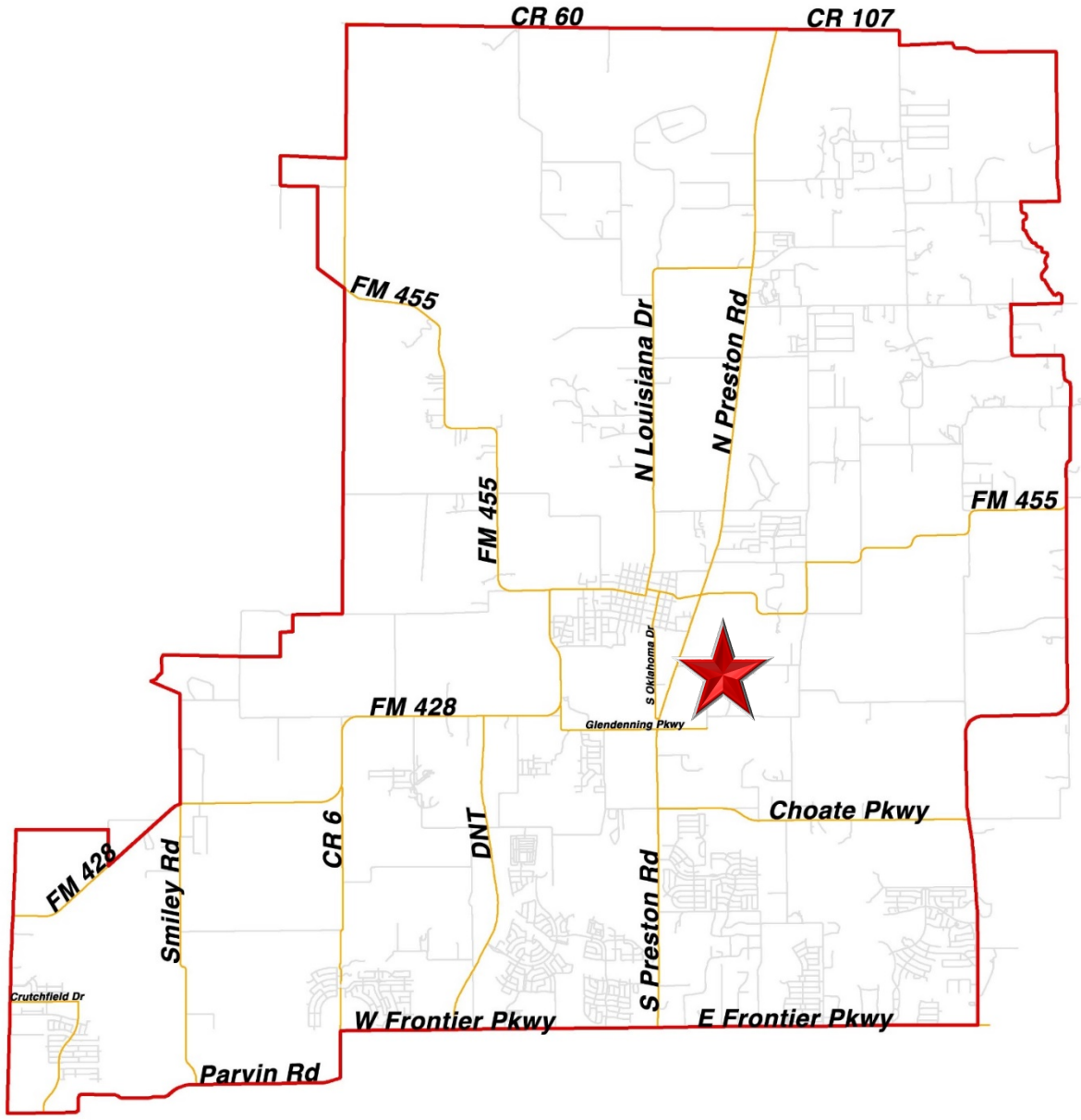
Airmax-CTX

Development Agreement

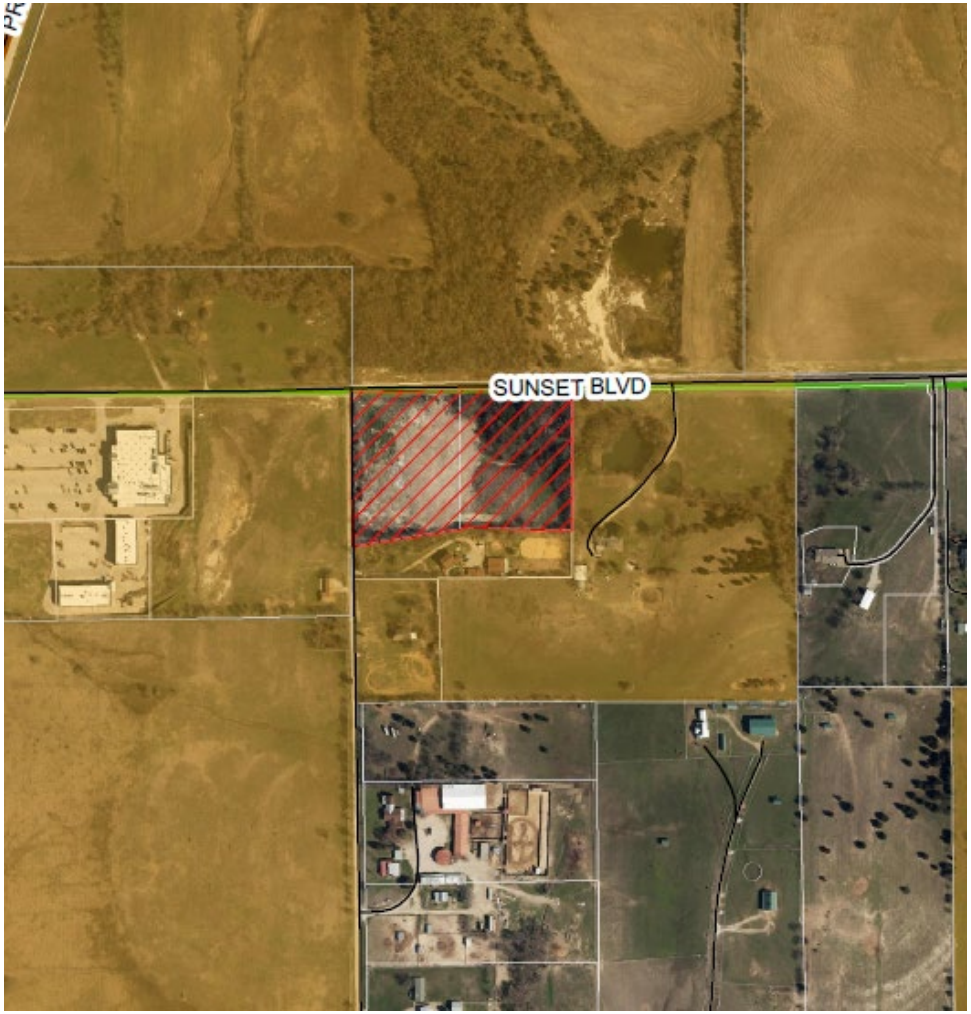
City Council

January 12, 2021

Attachment: Staff Presentation (Airmax-CTX - Development Agreement)



Attachment: Staff Presentation (Airmax-CTX - Development Agreement)



Location Map

The subject property is generally located on the southeast corner of County Road 89 and Sunset Boulevard, in the ETJ

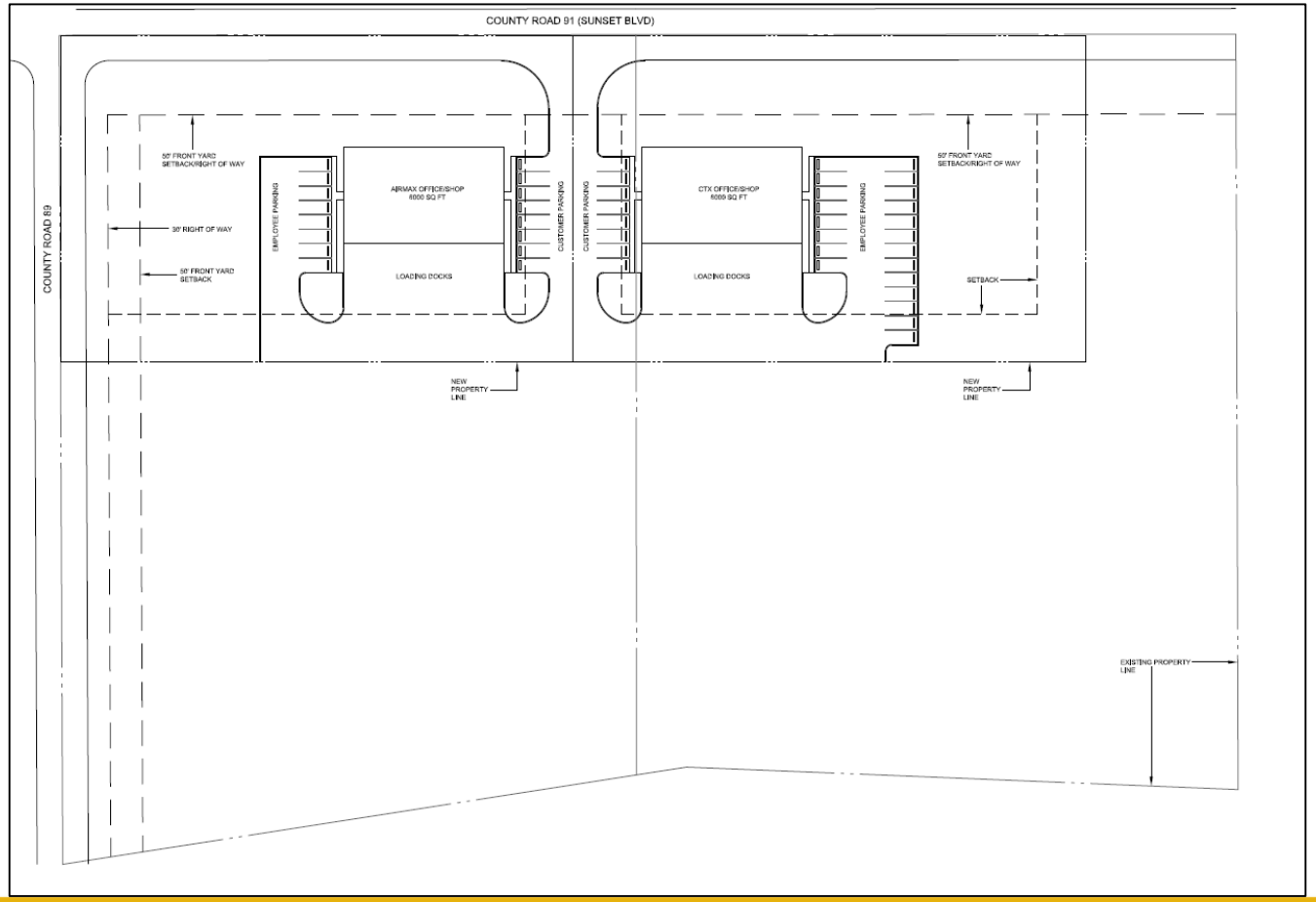
Attachment: Staff Presentation (Airmax-CTX - Development Agreement)

Background

- The subject property is approximately 9 acres, located within the Extraterritorial Jurisdiction (ETJ)
- The applicant desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- The applicant wants to construct a facility for its business operations, as it has outgrown its downtown location

Attachment: Staff Presentation (Airmax-CTX - Development Agreement)

Concept Plan



Attachment: Staff Presentation (Airmax-CTX - Development Agreement)

Overview

- The Development Agreement proposes immediate annexation and zoning for the 9 acres, which is currently undeveloped land
- The DA recommends a Commercial (C) base zoning, as the facility is proposed for multiple tenants
- City standards apply, including landscaping, concrete parking, architecture, etc.

Attachment: Staff Presentation (Airmax-CTX - Development Agreement)

Policy Considerations

- The DA brings an additional 9 acres into the City Limits with base zoning
- The subject property is at a hard corner off a future 4-lane road
- The proposed land use is appropriate for the location
- The project will abide by all city standards, including concrete parking, landscaping, architecture, etc.

Attachment: Staff Presentation (Airmax-CTX - Development Agreement)

P&Z Public Hearing

The northern property owner (across Sunset) cited concerns with the requested land use being across from his future neighborhood.

Staff believes the proposed project is appropriate:

- Located at a corner intersection on a collector
- Abiding by all city regulations
- ETJ allows for gravel, chain link, and metal buildings

Attachment: Staff Presentation (Airmax-CTX - Development Agreement)

Recommendation

- The Planning & Zoning Commission recommended approval of the DA request at its December 15th regular meeting with a 5-2 vote (Barley and Becker dissenting)
- The dissenting votes were not against the project, but the request for Industrial architecture, which is no longer part of the request
- Staff recommends approval as presented
- As a reminder, this agenda item is an agreement (i.e. contract), not zoning

Attachment: Staff Presentation (Airmax-CTX - Development Agreement)

DEVELOPMENT AGREEMENT

This **Development Agreement** ("Agreement") is entered into by and between Airmax Inc., (the "Developer"), and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties have approved and duly executed this Agreement ("Effective Date").

RECITALS

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

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

WHEREAS, ABS Ward Real Estate Group, LP, an entity under common control of the Developer ("Owner"), owns two parcels of real property in Collin County, Texas legally described as: (i) Abstract A0167 in the Collin County School Land #14 Survey, Sheet 1, Tract 97, containing 4.046 acres, more or less, Collin County, Texas; and (ii) Abstract A0167 in the Collin County School Land #14 Survey, Sheet 1, Tract 5, containing 4.00 acres, more or less, Collin County, Texas, as more particularly described in **Exhibit A** and as depicted in **Exhibit B** (collectively the "Property"); and

WHEREAS, the Developer, 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 Developer intends to develop the Property as permitted in the Commercial District (C) as defined by the City of Celina Code of Ordinances; and

WHEREAS, the Parties intend the Property to be annexed into the City immediately upon request by the City and pursuant to the terms of this Agreement; 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, building material requirements, and building code requirements except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed site plan (the "Site Plan"), attached hereto as **Exhibit C**; and

WHEREAS, the Parties intend that the Property will be zoned as a planned development with Commercial (C) base zoning, as set forth in the City Regulations, and structure(s) developed thereon (the "Development").; and

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WHEREAS, the Developer and the City acknowledge that this Agreement is binding upon the City and the Developer and their respective successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of the county in which the Property is located; and

WHEREAS, the Developer agrees to develop the Property as envisioned by the Parties, including dedication of onsite and perimeter easements and dedication of right-of-way as required by the City Regulations or upon request of the City; and

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

WHEREAS, the City shall, as contemplated in this Agreement and at Developer's expense, acquire the water certificate of convenience and necessity and provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

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

WHEREAS, the Property is within the City's extraterritorial jurisdiction (the "ETJ"), the Parties have the authority to enter into this Agreement pursuant to Section 43.016 and Section 212.171 *et seq* of the Texas Local Government Code and other applicable law.

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

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

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

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Council means the city council of the City.

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City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property.

Claims is defined in Section 3.4.

Developer is defined in the introductory paragraph.

Development is defined in the Recitals.

Effective Date is defined in the introductory paragraph.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 3.4.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 5.1.

Property means the real property described 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.

Site Plan is defined in the Recitals and depicted in **Exhibit C**.

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations and uniform engineering design standards, as amended, with the additional Public Infrastructure described in Section 2.4 of this Agreement to be designed and constructed by the Developer.

(b) Building permits and certificates of occupancy shall be required for improvements on the Property using the procedures and standards contained in the City Regulations. Permits will not be used for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for withholding permits under this section.

(c) The Parties agree the Site Plan was created by the Owner for illustrating the boundary, lot mix, and general layout of the project. Any amendment to the Site Plan shall be considered an amendment to this Agreement and shall replace the attached Site Plan and become

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a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Site Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Site Plan may be amended as set forth in the City Regulations. The attached Site Plan is conceptual in nature and does not lock-in any waivers during plan review, unless otherwise stated herein.

(d) All building elevations shall conform to the provisions set forth in the City's approved architectural standards for Commerical buildings, as they exist or as may be amended in the future.

(e) All Public Infrastructure shall be dedicated to the City, and upon acceptance by the City of the water and wastewater improvements, the City shall be the retail provider of such services.

(f) Developer agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority applicable in its City limits to future improvements on the Property in the same manner the regulations are enforced within the City's boundaries.

2.2 Approval of Plats/Plans/Replat. 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 Developer pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations. The Developer may submit a replat for all or any portion of the Property.

2.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. In connection with annexation pursuant to this Agreement, the Developer hereby waives any vested rights claimed prior to this Agreement they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any development or construction in violation of this Agreement.

2.4 Additional Public Infrastructure. Developer shall design and construct Public Infrastructure in accordance with the City Regulations prior to receiving a certificate of occupancy for any structure of the Development, including but not limited to water, sewer, drainage, and access.

2.5 Building Codes, Fire Codes and Building Materials. *Developer and Owner have requested and the Parties agree that the City-adopted building codes and local amendments as subsequently*

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amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended; however, City agrees that two structures may utilize a minimum ten (10) percent Category A building materials and up to a maximum of ninety (90) percent Category B building materials. This Section shall survive after termination of this Agreement.

2.6 Screening. The screening wall for the southern and eastern property lines is not required to be masonry.

2.7 Landscape Buffers. Developer and Owner shall provide a 30-foot landscape buffer on the portion of the Property along County Road 91 (Sunset Blvd.) and a 20-foot landscape buffer on the portion of the Property along County Road 89. Landscaping design and materials shall be in compliance with the City Regulations.

2.8 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control unless otherwise stated herein.

ARTICLE III
DEVELOPMENT PROCESS AND CHARGES

3.1 Development, Review and Inspection Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting, impact fees, permit fees, escrows for turn lanes, median openings, and roadway, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

3.2 ROW Dedication. The Developer and/or Owner shall, either by plat or by deed as requested by the City, dedicate the right-of-way area for roads on and adjacent to the Property, and as reflected on the Master Thoroughfare Plan and/or required by the City Regulations, including but not limited to the following dedications:

(a) County Road 91 (Sunset Blvd.) —50 feet from centerline; and
(b) Turn lanes as may be required; and
(c) County Road 89—30 feet from centerline; and
(d) Median opening.

3.3 CCN Acquisition Costs. The Parties agree that the City will be the retail water and wastewater service provider to the Property. Prior to the City issuing a building permit for any structure on the Property, for all portions of the Property located in the water CCN of Marilee Special Utility District, Owner shall pay to the City the cost that will be owed by the City to Marilee Special Utility District pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, which if paid after January 1, 2020 is anticipated to be $1,750.00 per acre for the ETJ Property, or another amount negotiated by City.

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3.4 INDEMNIFICATION AND HOLD HARMLESS. **THE DEVELOPER, THE OWNER AND THEIR SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER OR OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCVTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRA-STRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.**

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO

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RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 3.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

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

(A) THE DEVELOPER AND THE OWNER EACH ACKNOWLEDGE AND AGREE THAT:

(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) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S AND THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S AND THE OWNER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER AND THE OWNER HEREBY AGREE AND ACKNOWLEDGE, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER AND OWNER FOR SUCH LAND, AND THE DEVELOPER AND OWNER HEREBY WAIVE ANY CLAIMS THEREFOR THAT EITHER 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

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CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER AND THE OWNER FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS EACH 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 3.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IV
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE V
ANNEXATION AND POST-ANNEXATION MATTERS

5.1 Annexation. Within ten (10) days of being requested to do so by the City, Owner agrees to (a) submit a voluntary annexation petition for the Property, or portion thereof, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres not owned by Owner (collectively, the "Petition Property"). Owner acknowledges that the City offered Owner an agreement as required by Section 43.016, Texas Local Government Code. The Parties agree and acknowledge that this Agreement is the written services agreement required by Section 43.0672, Texas Local Government Code. 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. 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 Petition Property and/or 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, this annexation service plan, which shall be considered a binding, and mutually agreed upon, contractual obligation between the City, Owner and Developer. Owner and Developer acknowledge and agree that this Section 5.1 was a material inducement for the City to enter into this Agreement with Developer and Owner.

5.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 5.1 of this Agreement, the Parties agree that the applicable provisions of this Agreement memorialize the plan for development of the Property

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as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer and the Owner expressly consent and agree to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer and the Owner agree that nothing in this Agreement shall prevent the City Regulations, including but not limited to zoning, from being enforced against an end-buyer.

5.3 Property annexed pursuant to this Agreement will initially be zoned PD-Planned Development with C-Commercial District as the base zoning district pursuant to the City's Code of Ordinances.

ARTICLE VI
EVENTS OF DEFAULT; REMEDIES

6.1 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 Parties of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

6.2 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 VII
ASSIGNMENT AND ENCUMBRANCE

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and

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the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

7.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article III, without the Developer's prior written consent, which consent shall not be unreasonably withheld.

7.3 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. 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.

7.4 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.

7.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) within 15 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Owner must provide written notice of same to the City;
(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
(d) the notice must be signed by a duly authorized person representing the Owner.

ARTICLE VIII
RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of the county in which the Property is located. This

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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.

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

ARTICLE IX
ADDITIONAL PROVISIONS

9.1 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.

9.2 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 Email: jlaumer@celina-tx.gov
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Email: julie@txmunicipallaw.com

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With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP _____ _____ Email: lvanzant@hbwvlaw.com
To the Developer:	Attn: Scott Ward Airmax, Inc. 216 West Pecan St. Celina, TX 75009 Email: sward@airmaxntx.com
With a copy to:	Attn: _____ _____ _____ _____ Email: _____ _____
To the Owner:	Attn: Scott Ward ABS Ward Real Estate Group, LP 216 West Pecan St. Celina, TX 75009 Email: _____

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.

9.3 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.

9.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

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

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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.

9.6 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.

9.7 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.

9.8 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. Developer, Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

9.9 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.

9.10 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.

9.11 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.

9.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Site Plan

9.13 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.

9.14 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 (3) 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.

9.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City, Owner and Developer expressly amending the terms of this Agreement.

9.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Signature Page(s) Follow

Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

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

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

DEVELOPER: AIRMAX INC.

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF COLLIN_____ §

This instrument was acknowledged before me on _____ ____, 2021, by _____, _____ of Airmax, Inc., developer of said Property.

_____
Notary Public in and for the State of TEXAS

OWNER: ABS WARD REAL ESTATE GROUP, LP

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF COLLIN_____ §

This instrument was acknowledged before me on _____ ____, 2021, by _____, _____ of ABS Ward Real Estate Group, LP, owner of said Property.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Parcel 1

BEING a 176,217 square foot tract or parcel of land situated in Collin County School Land Survey, Abstract Number 167, in Collin County, Texas; being a part of that certain, called 97.56-acre tract of land described in deed to George Harper Smith, Jr: dated 12/18/67 and recorded in Volume 701, Page 485, in the Deed Records of Collin County, Texas (D.RC.C.T.); and further being a part of that certain called 8.046-acre tract of land as described in warranty deed to Scott Balch, recorded in Volume 5326, Page 6334, D.R.C.C.T.; and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike in asphalt found for an angle point in the north line of the aforesaid Balch tract, and being the southwest corner of that certain, called 70.00 -acre tract of land as described in special warranty deed to George Wu, recorded in Volume 2868, Page 203, DRCCT; being an ell corner in the east line of that certain, called 40.90-acre tract of land as described in warranty deed to IPPOLITO INTERESTS, INC., recorded in Volume 4815, Page 925, DRCCT (hereinafter referred to as the "Ippolito tract"); and also being in the apparent centerline of County Road No. 91 (CR 91, an asphalt paved public thoroughfare);

THENCE along the north line of the aforesaid Balch tract, and the south line of aforesaid Wu tract and the aforesaid CR 91 apparent centerline; North 89° 57' 32" East, a distance of 349.68 feet to a PK nail with washer stamped "RPLS 5225" found in asphalt for the northeast corner of the herein described property;

THENCE leaving last said common line and the said CR 91 apparent centerline, South 00° 02' 28" East at a distance of 462.66 feet to a 1/2 inch iron rod with cap stamped Lone Star set for corner for the southeast corner of the herein described property;

Thence South 81° 07' 42" West, a distance of 362.55 feet to a 60-D nail found for the southwest corner the herein described property, and being in the east line of the aforementioned Ippolito tract; and also being in the apparent centerline of County Road 89 (CR 89, a rock/gravel paved public thoroughfare);

Thence North 00° 15' 12'' West, a distance of 517.92 feet to a PK nail with washer stamped "RPLS 5225"found in asphalt paving for the northwest corner of the herein described property, said corner being an dell corner in the aforesaid Ippolito west line; and also being in the aforementioned CR 91 apparent centerline;

Thence North 87° 46' 18" East, a distance of 10.50 feet to the POINT of BEGINNING;
CONTAINING a computed area of 176,217 square feet or 4.046 acres of land, more or less.

Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

Parcel 2

BEING a 174,253 square foot tract or parcel of land situated in Collin County School Land Survey, Abstract Number 167, in Collin County, Texas; being a part of that certain, called 97.56-acre tract of land described in deed to George Harper Smith, Jr: dated 12/18/67 and recorded in Volume 701, Page 485, in the Deed Records of Collin County, Texas (D.R.R.C.C.T.); and further being a part of that certain called 8,046-acre tract of land as described in warranty deed to Scott Balch, recorded in Volume 5326, Page 6334, D.R.C.C.T.; and being more particularly described by metes and bounds as follows:

Commencing at a railroad spike in asphalt found for an angle point in the north line of the aforesaid Balch tract, and being the southwest corner of that certain, called 70.00-acre tract of land as described in special warranty deed to George Wu, recorded in Volume 2868, Page 203, D.R.C.C.T.; being an ell corner in the east line of that certain called 40.90-acre tract of land as described in warranty deed to IPPOLITO INTERESTS, INC., recorded in Volume 4815, Page 925, D.R.C.C.T. (hereinafter referred to as the "Ippolito tract"); and also being in the apparent centerline of County Road 91 (CR 91, an asphalt paved public thoroughfare);

THENCE N 89° 57' 32" E along said centerline of said County Road No. 91 a distance of 349.68 feet to a POINT OF BEGINNING;

THENCE along the north line of the aforesaid Balch tract, same line being the south line of aforesaid Wu tract and the aforesaid CR 91 apparent centerline; North 89° 57' 32" East, a distance of 374.57 feet to a PK nail with washer stamped "LONE STAR" found in asphalt for the northeast corner of said Balch tract, same being the northeast corner of the herein described property; said corner also being the northeast corner of a tract of land conveyed to Matthew McCarty, et ux, as recorded in Volume 4916, Page 715, D.R.C.C.T.;

THENCE leaving last common line and the said CR 91 apparent centerline and along the common line between the aforesaid Balch and Dunham tracts, South 00° 10' 14" East at a distance of 27.76 feet passing a 1/2-inch iron rod fond for reference corner, continuing along said course a distance of 472.11 feet to a 1/2-inch iron rod found for the southeast corner of herein described property, said corner also being the northeast corner of a tract of land conveyed to Matthew McCarty, et ux, as recorded in Volume 4916, Page 715, D.R.C.C.T.;

THENCE leaving the last common line and along the common line between the aforesaid Balch tract and the aforesaid McCarty tract the following two (2) numbered courses and distances:

(1) North 87° 39' 41 West, a distance of 344.64 feet to a 1/2-inch iron rod found for an angle point:

(2) South 81° 07' 42" West, a distance of 31.67 feet to a 1/2-inch iron rod with cap stamped LONE STAR set for corner for the southwest corner of the herein described property,

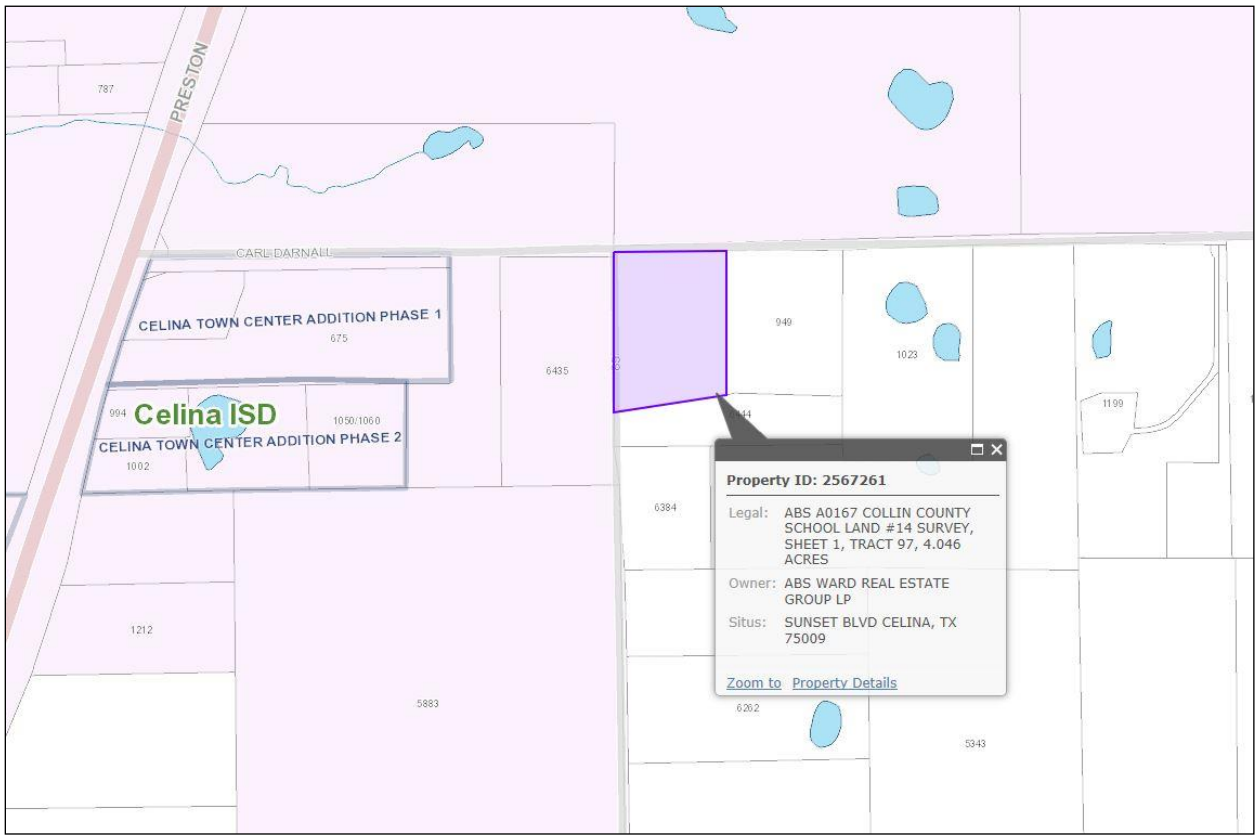
Thence North 00° 02' 28" West, in and through said Balch tract a distance of 462.66 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 174,253 square feet or 4.00 acres of land, more or less.

Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

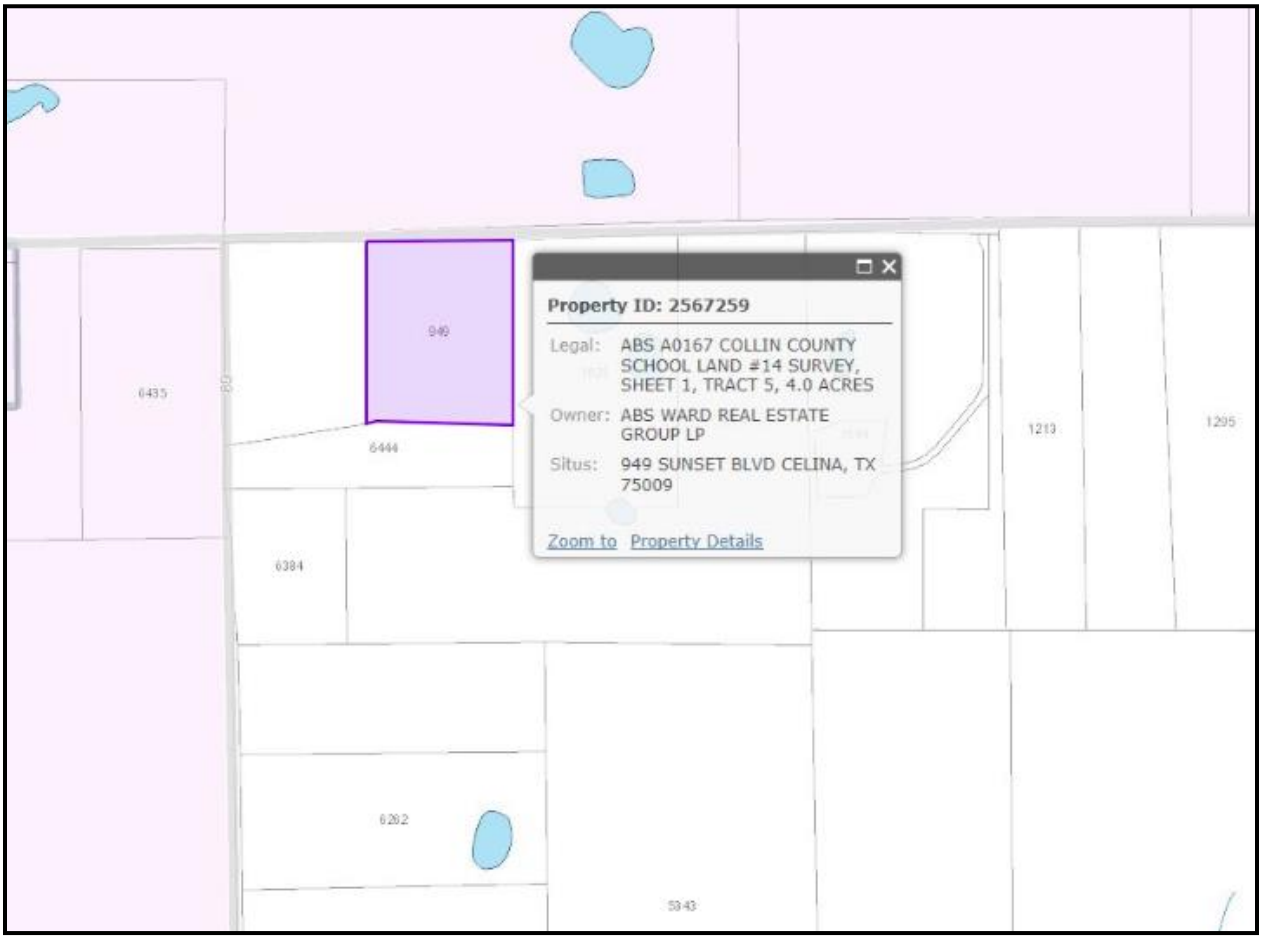
EXHIBIT B
DEPICTION OF THE PROPERTY

Parcel 1



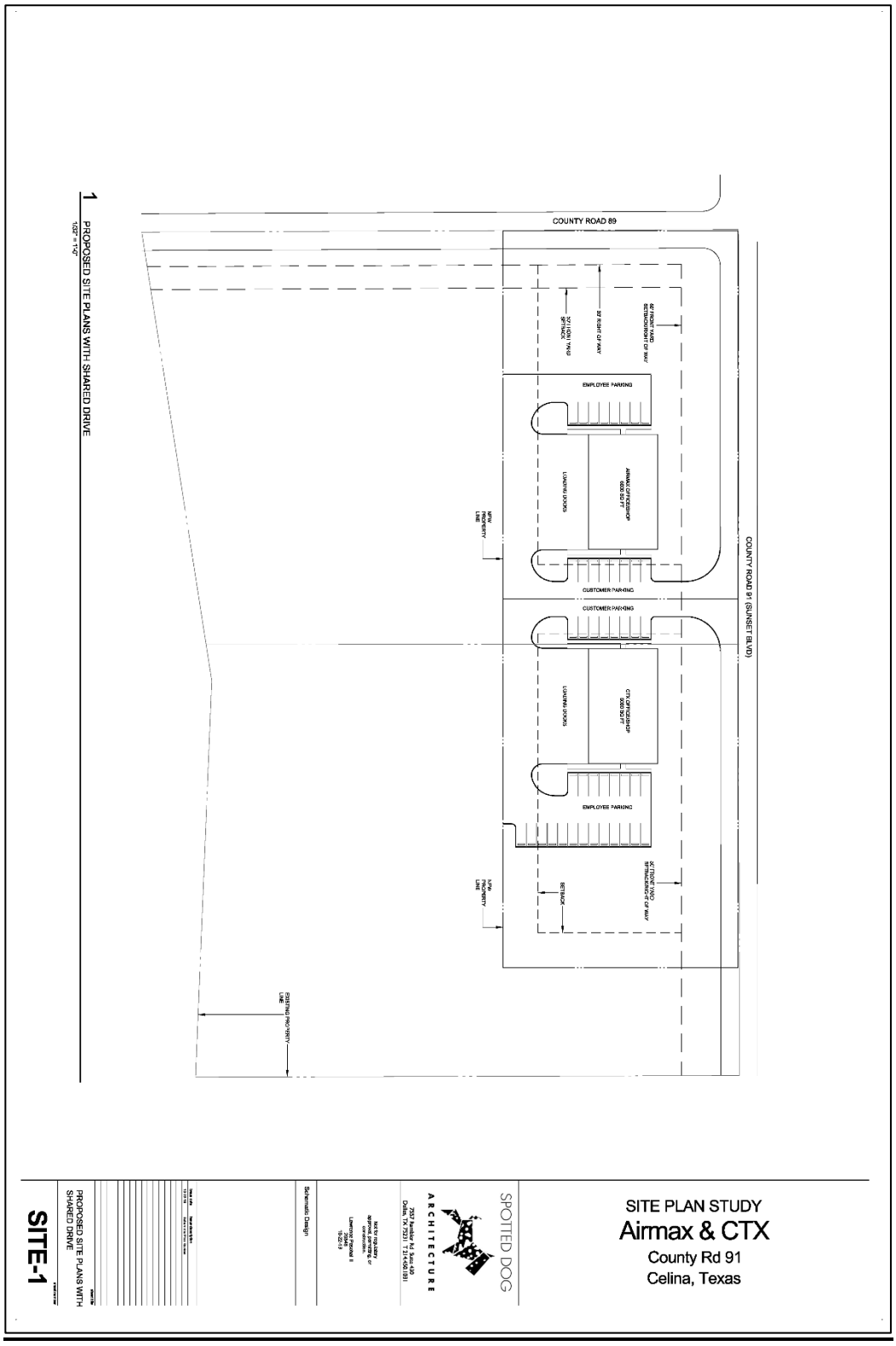
Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

Parcel 2



Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

EXHIBIT C
SITE PLAN



Attachment: Draft Development Agreement (Airmax-CTX - Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Prestige - Development Agreement

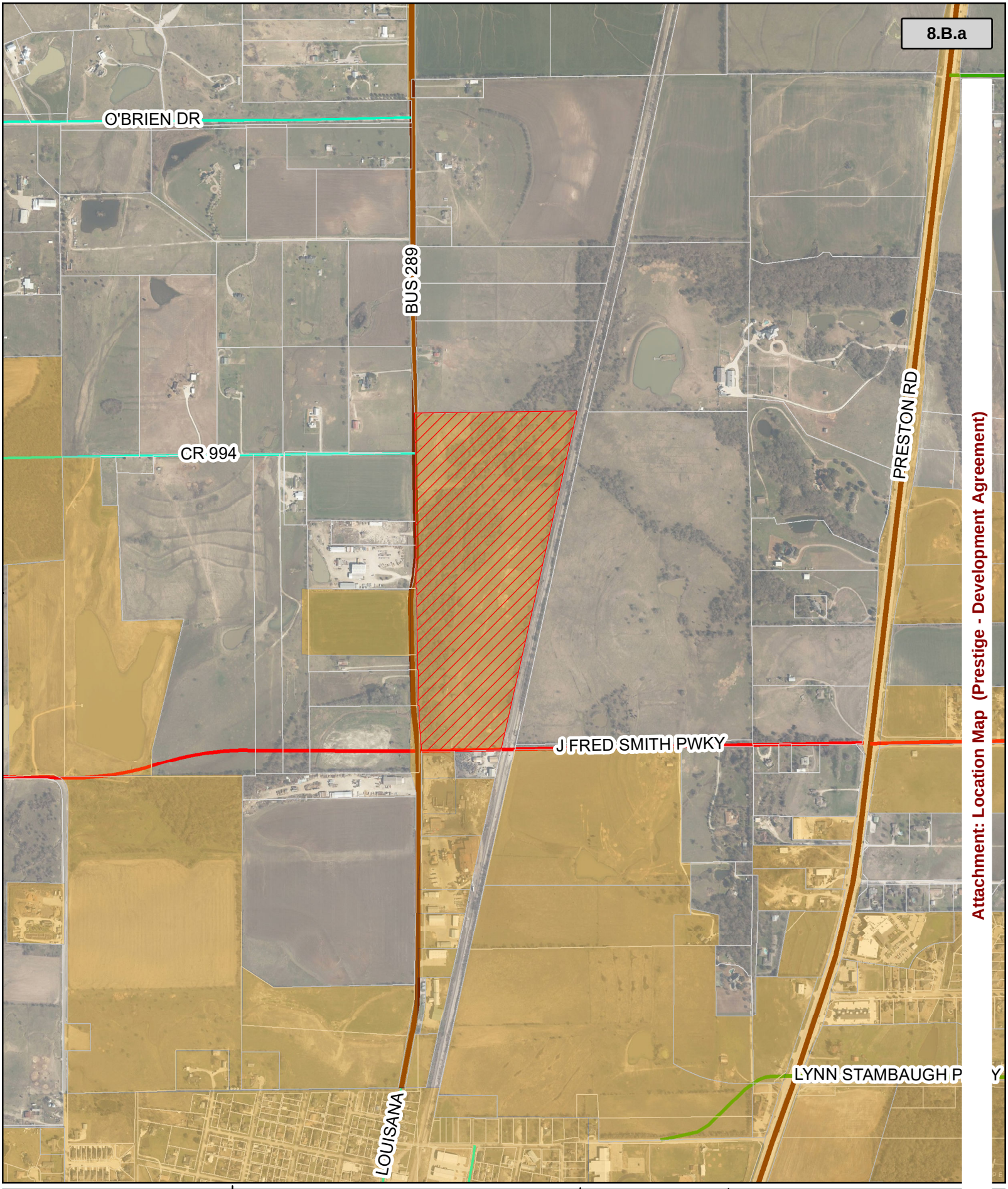
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 59 acres of land, generally located at the northeast corner of Louisiana Drive and J Fred Smith Parkway, within the City Limits. (Prestige -Development Agreement) (McAfee)

Applicant:
Lochman Construction
15550 Preston Road
Frisco, TX 75033

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Prestige - Development Agreement)

CELINA TEXAS est. 1876
Life Connected.

Huddleston Tract (Prestige Pools) Location Map

Date: 12/4/2020

Legend

- Subject Property
- City Limits
- Parcels

N
W E
S

0 Feet

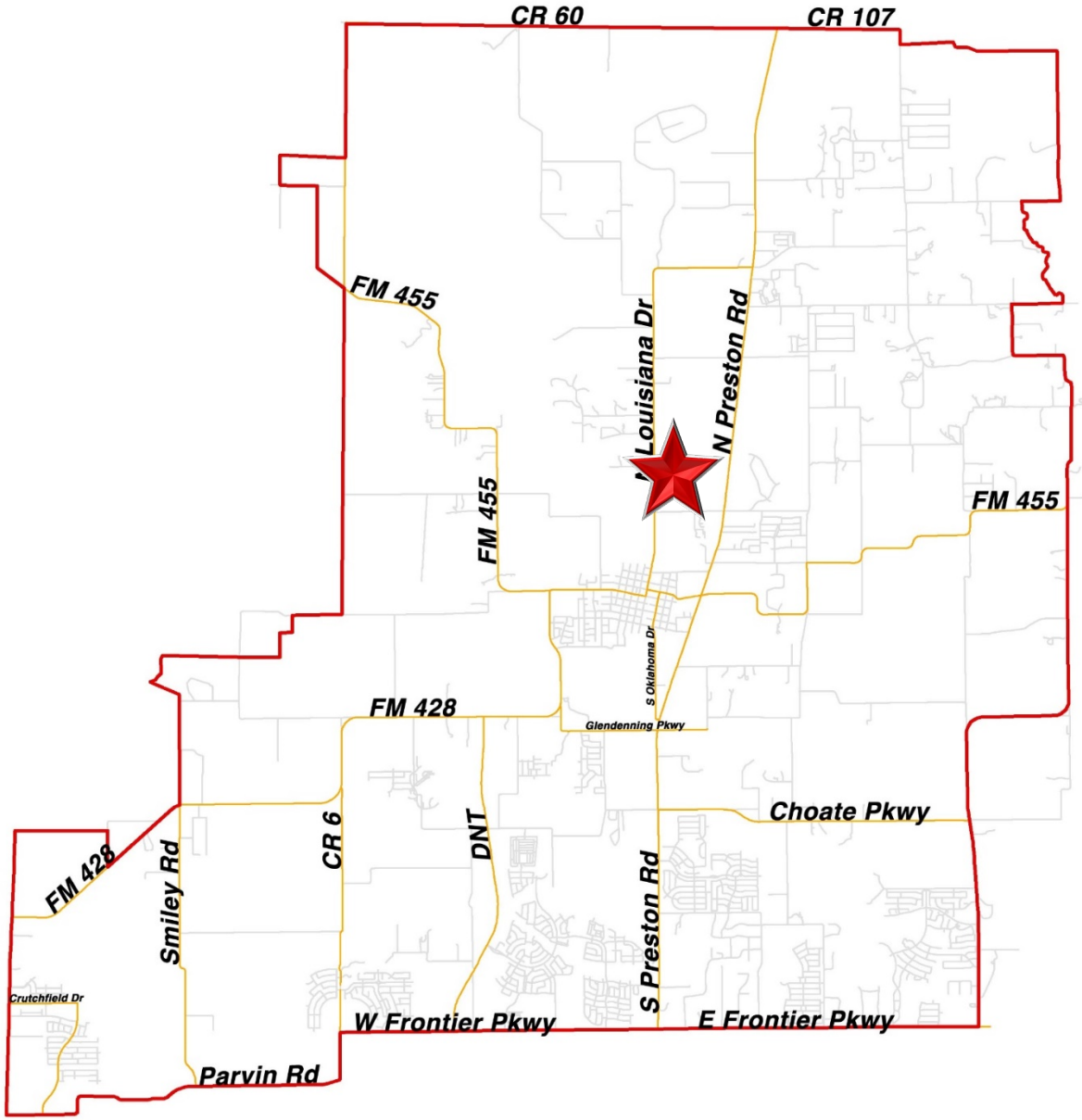
Prestige Pools

Development Agreement

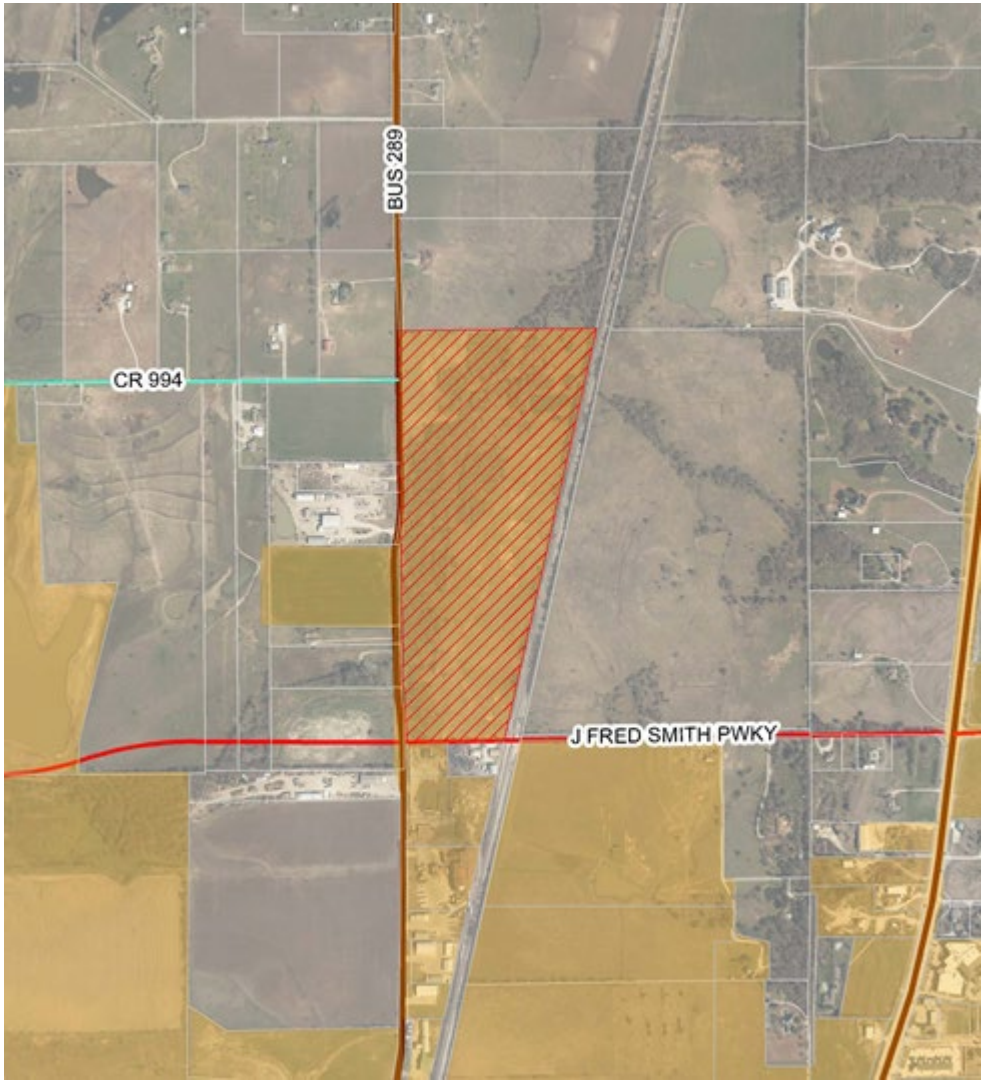
City Council

January 12, 2021

Attachment: Staff Presentation (Prestige - Development Agreement)



Attachment: Staff Presentation (Prestige - Development Agreement)



Location Map

The subject property is located on the northeast corner of Louisiana Drive and J Fred Smith Parkway

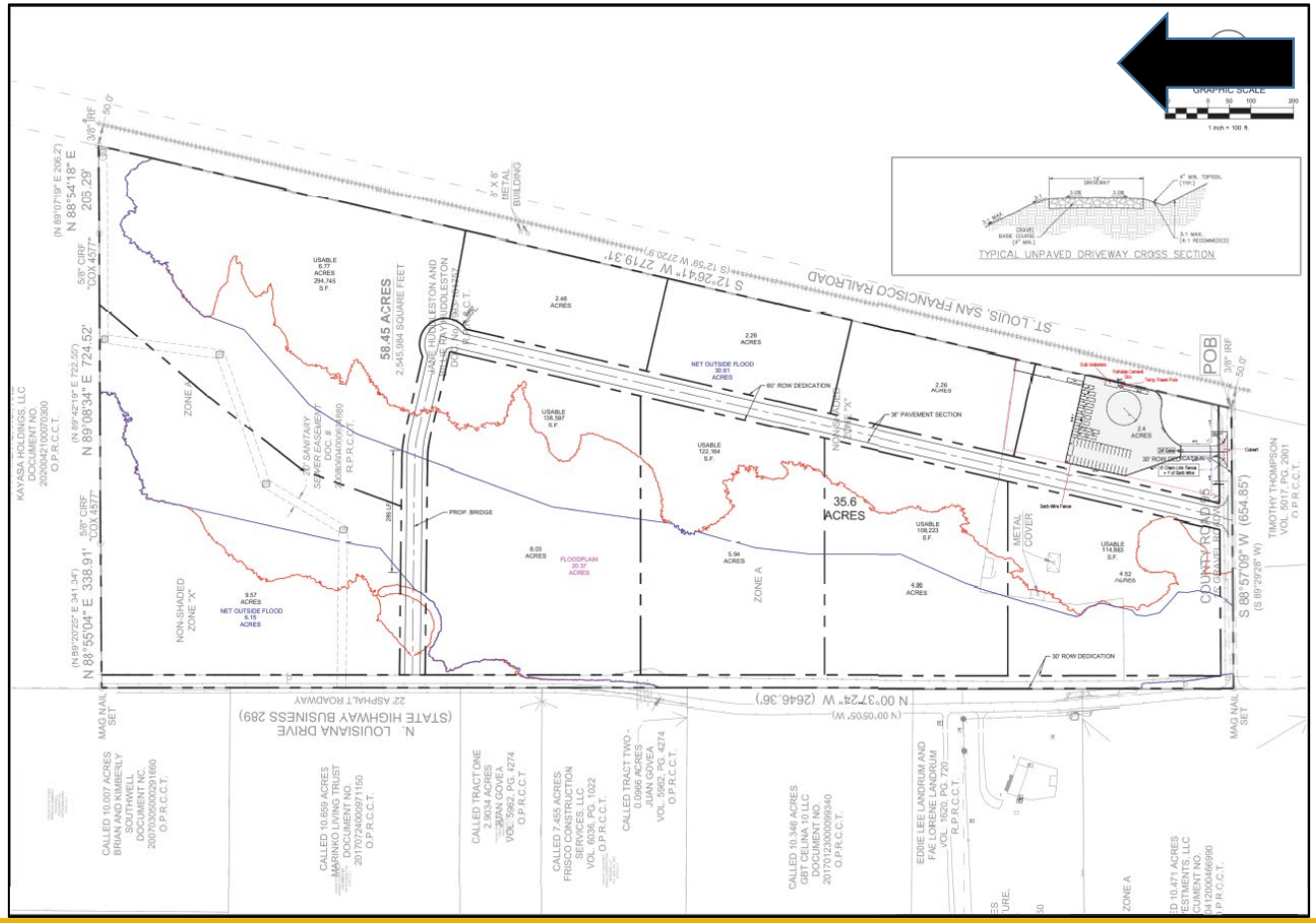
Attachment: Staff Presentation (Prestige - Development Agreement)

Background

- The subject property is approximately 59 acres, located within the City Limits
- The proposed development is compliant with Planned Development No. 57, which has a base zoning of Industrial
- The vision of PD No. 57 was a light industrial park with many pads located off a central public right-of-way

Attachment: Staff Presentation (Prestige - Development Agreement)

Concept Plan



Attachment: Staff Presentation (Prestige - Development Agreement)

Project Overview

- The applicant desires to relocate its pool company (Prestige Pools) to Celina in order to expand its operations
- It requests a temporary allowance (3 years) to store materials on one of the industrial park pads (no offices, no employees, no facilities)
- After 3 years, it would need to construct a more permanent facility or vacate

Attachment: Staff Presentation (Prestige - Development Agreement)

Development Regulations

- Allows for a temporary storage yard of pool materials and equipment that phases in the ultimate relocation of the pool company
- Requires an earthen berm along the CR for screening
- Requires sales tax to be relocated to Celina when possible, subject to State Comptroller rules

Attachment: Staff Presentation (Prestige - Development Agreement)

Policy Considerations

- The subject property has an Industrial PD that allows for contractor yards
- The storage yard is temporary (3 years)
- The future permanent facility brings jobs and sales tax
- This is the first potential user of the industrial park and could be a catalyst for the area

Attachment: Staff Presentation (Prestige - Development Agreement)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the DA request at its December 15th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Prestige - Development Agreement)

ECONOMIC DEVELOPMENT INCENTIVE AND PERFORMANCE AGREEMENT

This Economic Development Incentive and Performance Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and 95 Land Partners, LLC (the "Owner") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, the Owner is the owner of the real property described in **Exhibit A** (the "Property") which consists of an approximately 58.45± acre tract; and

WHEREAS, the Owner intends to construct, or cause construction of, a retail building and office for its business from which it will sell swimming pools and materials for construction of pools and outdoor improvements (the "Facility"); and

WHEREAS, within the time period specified herein, the Owner has agreed to construct the Facility in the general location reflected in **Exhibit B**, in accordance with the location, length, and detailed specifications in construction plans approved by the City and in compliance with the ordinances and regulations of the City; and

WHEREAS, the Owner has advised the City a contributing factor that would encourage the Owner to construct the Facility at the location reflected in **Exhibit B** within the City limits would be an incentive agreement with the City wherein the City permits temporary use of the Property for storage of its materials for sale and for use in swimming pool construction until construction of the Facility begins; and

WHEREAS, the City desires to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base, and generate additional sales tax and other revenue for the City; and

WHEREAS, as partial consideration for Owner constructing the Facility and implementing design standards approved by the City, the City will permit the temporary use of the Property for storage of the Owner's business materials; and

WHEREAS, as partial consideration for City entering into this Agreement, Owner shall pay to the City the City Sales Tax (as defined in Article 1) for items and materials sold from the storage on the Property; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City has determined that making an economic development incentive in the form of permitting temporary uses on the Property as an incentive to construct the Facility within the City limits under this Agreement is in accordance with the City's economic

Attachment: Draft Development Agreement (Prestige - Development Agreement)

development program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

Agreement shall have the meaning set forth in the introductory paragraph above.

Bankruptcy or Insolvency shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

City shall have the meaning set forth in the introductory paragraph above.

City Sales Tax shall mean the two percent (2%) municipal sales and use taxes imposed by the City pursuant to Section 321.103(a) of the Texas Tax Code.

Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility, as the case may be; (ii) all necessary permits for the construction of the Facility, as the case may be, have been issued by the applicable governmental authorities; and (iii) actual construction on the Facility has commenced.

Completion of Construction shall mean for the Facility, that (i) construction of the Facility has been substantially completed, (ii) the City has inspected and accepted the Facility, and (iii) the City has issued a final certificate of occupancy for the Facility.

Comptroller shall mean the Comptroller of the State of Texas.

Effective Date shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

Eligible Items has the meaning set forth in Section 4.1(b).

Attachment: Draft Development Agreement (Prestige - Development Agreement)

Expiration Date shall mean the date that all Parties have fully satisfied their respective obligations herein.

Facility shall have the meaning set forth in the Recitals above.

Force Majeure shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, pandemic, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

Impositions shall mean all taxes, assessments, use, and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authorities, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Owner or any property or any business owned by the Owner or any of its affiliates or related entities.

Owner shall have the meaning set forth in the introductory paragraph above.

Party and Parties shall have the meaning set forth in the introductory paragraph above.

Property shall have the meaning set forth in the Recitals above.

Protected Persons shall have the meaning set forth in Section 7.2.

Related Agreement shall mean any agreement (other than this Agreement) by and between the City and the Owner.

Temporary Uses shall have the meaning set forth in Section 5.1.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Projects

3.1 (a) Construction and Timeframe. The Owner shall design and construct, or cause the design and construction of, the Facility in accordance with this Agreement. At a minimum, the Facility shall consist of a retail and office facility used for the sale of swimming pools and related outdoor improvements. The Owner shall cause the Commencement of Construction of the Facility not later than February 31, 2024, or three (3) years from the Effective Date of this Agreement, whichever is later. Subject to events of Force Majeure, Owner shall cause

Attachment: Draft Development Agreement (Prestige - Development Agreement)

Completion of Construction of the Facility to occur not later than eighteen (18) months after the Commencement of Construction.

(b) Development of the Property. The Owner understands and acknowledges that formal approval of a final site plan for the Property by the City is required prior to Commencement of Construction of the Facility. The Owner shall submit and use diligent, good faith efforts to obtain City approval of a site plan, elevations and landscaping plan for the Facility prior to Commencement of Construction. A "7" or "L" shaped public right-of-way for the creation of industrial pads shall be dedicated on the final plat. Owner shall cause Commencement of Construction of the Facility within thirty-six (36) months from the Effective Date. The Facility shall be constructed and operated in accordance with the approved site plan, building elevations, and landscape plan approved by the City. Should Owner fail to comply with this Section 3.1(b) for any portion of the Property, the Owner shall cease the Temporary Uses and remove all materials from the Property, even if Owner has performed any other obligations hereunder. If desired by Owner, or needed for the Facility to be a lawful use on the Property, a rezoning application shall be submitted by Owner to the City for consideration in accordance with the City's Comprehensive Zoning Ordinance.

(c) Building Codes, Fire Codes, and Building Materials. *As consideration for the incentives provided by the City herein, Owner has requested that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property and Facility for forty-five (45) years and voluntarily agrees to burden the Property, by filing these covenants/restrictions in the land records, with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended*.

Article IV
Conditions to Temporary Uses of Property

4.1 The obligation of the City to permit the Temporary Uses of the Property shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Owner, plus each of the terms and conditions set forth below:

(a) Good Standing. Owner shall not have an uncured breach of this Agreement or a Related Agreement.

(b) Sales Tax to City. Subject to the terms, covenants, and conditions of this Agreement, and to the extent permitted by state law, Owner agrees to pay to the City the City Sales Taxes received from the sale of items stored at the Property in connection with the Owner's business. Such items include, but are not limited to, construction materials, equipment, fixtures, and operational supplies (collectively, the "Eligible Items") that are sold from the Owner's storage facility, and therefore, within the City limits.

Attachment: Draft Development Agreement (Prestige - Development Agreement)

(i) Separated Contracts. Owner agrees to only enter into "separated contracts" requiring separated invoices, rather than "lump-sum contracts", as those terms are defined in Texas Administrative Code, Title 34, Part 1, Chapter 3, Subchapter O, Rule Section 3.291(a)(13) and (8) respectively, for the sale of Eligible Items from storage on the Property in order to determine which of the Eligible Items are sold from the storage on the Property within the City limits, and therefore eligible for City Sales Taxes.

(ii) Revenue Sharing. The Parties agree and acknowledge that this Agreement is a revenue sharing agreement for purposes of Section 321.3022 of the Texas Tax Code and that the Comptroller is expressly authorized to provide City with information as provided in Section 321.3022 and other applicable law.

(c) Certificate of Occupancy and Design Guidelines. Owner shall have timely received a Certificate of Occupancy for the Facility and the building materials approved by the City were used in construction of Facility.

Article V
Economic Development Incentive

5.1 Temporary Use of the Property. Assuming Owner timely applies for building permit(s) for the Facility, that conform to the requirements of Article III above, the City shall permit the following uses on the Property until the Commencement of Construction of this Agreement (the "Temporary Uses"):

(i) Storage of materials for the Owner's swimming pool and patio construction business, which shall not include facilities, offices, employees, residences, or any other structures; and
(ii) The materials being stored shall not exceed eight (8) feet in height, except that the silo may be up to 50' in height, and
(iii) In connection with storing the Owner's business materials, the Owner may use chain link fences and gravel on the Property. Neither the gravel nor the chain link may be permanent after the expiration of the agreement.

5.2 Additional Standards. In connection with the Temporary Uses, the Owner shall also create the following:

(i) Four (4) foot high earthen berms along County Road 95 to screen all materials and items being stored, which may be located in the forty (40)' landscape buffer but must be outside of the right-of-way; and
(ii) During the time period the Temporary Uses are allowed, a single point of access will be allowed by the City, but not thereafter.

5.3 Obligation. The City's obligation to permit the Temporary Uses on the Property, as provided in this Agreement, until the Commencement of Construction is subject to Owner's

Attachment: Draft Development Agreement (Prestige - Development Agreement)

fulfillment of the conditions set forth herein, but in no event shall the Temporary Uses occur on the Property following the third anniversary of the Effective Date.

Article VI
Termination

6.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of both the Parties;
(b) by the City, if the Owner defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City, if any Impositions owed to the City or the State of Texas by the Owner shall have become delinquent (provided, however, the Owner retains the right to timely and properly protest and contest any such Impositions);
(d) by the City, if the Owner suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
(f) by the City immediately if the Owner files any false documentation relating to payment of the City Sales Tax;
(g) by the City if any applicable building permits required for the Facility or the Property and issued by the City are revoked or expire, and Owner fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Owner within thirty (30) days after written notice thereof;
(h) by the City immediately upon the filing by Owner of any lawsuit against the City; or
(i) by the Owner, if the City defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof.

6.2 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.

Attachment: Draft Development Agreement (Prestige - Development Agreement)

Article VIII
Miscellaneous

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

7.2 **INDEMNITY AND LIMITATION ON LIABILITY**

THE CITY AND ITS PAST, PRESENT, AND FUTURE OFFICERS, EMPLOYEES, OFFICIALS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, CONSULTANTS, BOARD MEMBERS, AGENTS (COLLECTIVELY "PROTECTED PERSONS") AND ANY THEREOF, SHALL NOT BE LIABLE FOR ANY INJURY TO PERSONS OR PROPERTY OCCASIONED BY REASON OF THE ACTS OR OMISSIONS OF OWNER, ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR CONSTRUCTION OF, OR IMPROVEMENTS ON THE PROPERTY AS CONTEMPLATED UNDER THIS AGREEMENT. OWNER FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PROTECTED PERSONS AGAINST THIRD PARTY CLAIMS IN THE PERFORMANCE OF THIS AGREEMENT OR CONSTRUCTION OF FACILITY, OR IMPROVEMENTS ON THE PROPERTY AS CONTEMPLATED UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, BASED ON CONTRACT, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (EXCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) ARISING FROM OR UNDER THIS AGREEMENT.

EXCEPT FOR CITY'S OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, THE PROTECTED PERSONS ASSUME NO RESPONSIBILITIES OR LIABILITIES TO OWNER, OR ANY THIRD PARTIES IN CONNECTION WITH THE FACILITY, AND/OR THE PROPERTY, AND OWNER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE PROTECTED PERSONS FOR ANY INJURY TO PERSONS OR DAMAGE TO PROPERTY IN CONNECTION THEREWITH. OWNER ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO PERSONAL RECOURSE TO THE PROTECTED PERSONS, WHO SHALL INCUR OR ASSUME NO LIABILITY IN RESPECT OF ANY CLAIMS BASED UPON OR RELATING TO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT OWNER, IN SATISFYING THE CONDITIONS OF THIS AGREEMENT, HAS ACTED INDEPENDENTLY, AND THE PROTECTED PERSONS ASSUME NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THESE ACTIONS.

THE PROVISIONS OF THIS SECTION 7.2 SHALL SURVIVE TERMINATION.

Attachment: Draft Development Agreement (Prestige - Development Agreement)

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

7.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for City, to:

Attn: City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009

With a copy to:
Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Rd. STE 200
Frisco, TX 75034

If intended for Owner, to:

Attn: Eugene Lochman
95 Land Partners, LLC
15550 Preston Rd.
Frisco, Texas 75033

7.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

7.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this

Attachment: Draft Development Agreement (Prestige - Development Agreement)

Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

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

7.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

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

7.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

7.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

7.16 Employment of Undocumented Workers. During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers. The City is not liable for a violation under 8 U.S.C. Section 1324a (f) or this Section 7.16 of this Agreement by a subsidiary, affiliate, or franchisees of the Owner or by a person or entity with whom the Owner contracts.

7.17 Recordation. This Agreement and all amendments hereto (including amendments to the Site 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.

Attachment: Draft Development Agreement (Prestige - Development Agreement)

EXECUTED on this 12th day of January 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

_____
Julie Fort, Attorney for City

95 LAND PARTNERS, LLC

By:_____
Eugene Lochman

[*acknowledgments on following page*]

Attachment: Draft Development Agreement (Prestige - Development Agreement)

ACKNOWLEDGMENTS

STATE OF TEXAS }
COUNTY OF COLLIN }

The foregoing Economic Development Incentive and Performance Agreement was executed before me on the __ day of _____, 2021 by Jason Laumer, City Manager of the City of Celina, Texas, a Texas municipal corporation, on behalf of said Municipal Corporation.

_____
Name:
Notary Public in and for the
State of Texas

STATE OF _____ }
COUNTY OF _____ }

The foregoing Economic Development Incentive and Performance Agreement was executed before me on the __ day of _____, 2021 by _____, of 95 Land Partners, L.L.C., on behalf of said company.

_____
Name:
Notary Public in and for the
State of Texas _____

After filing return to:

Attn: City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009

Attachment: Draft Development Agreement (Prestige - Development Agreement)

EXHIBIT A
Property Description

Being a 58.45 acre tract of land out of the Collin County School Land Survey, Abstract Number 160, situated in the City of Celina, Collin County, Texas and being all of a called 58.464 acre tract of land conveyed to Billie Ray and Jane Huddleston by deed of record in Document Number 93-0101757 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 3/8 inch iron rod found in the West right-of-way line of the St. Louis and San Francisco Railroad, being at or near the center of County Road 95, also being the Northeast corner of that certain tract of land conveyed to Timothy Thompson by deed of record in Volume 5017, Page 2901 of said Official Public Records, also being the Southeast corner of said 58.464 acre tract and hereof;

THENCE, S88°57'09"W, along or near the center of County Road 95, along the South line of said 58.464 acre tract, being in part, the common North line of said Thompson Tract and in part, the common North line of a called 6.762 acre tract of land conveyed to General Chemical, LLC by deed of record in Document Number 20120103000001350 of said Official Public Records, a distance of 654.85 feet to a MAG nail set in the East line of a called 10.471 acre tract of land conveyed to 3G Investments, LLC by deed of record in Document Number 20170412000466990 of said Official Public Records, being in State Highway 289 Business - North Louisiana Drive, for the Southwest corner of said 58.464 acre tract and hereof;

THENCE, N00°37'24"W, along the West line of said 58.464 acre tract, a distance of 2646.36 feet to a MAG nail set in State Highway 289 Business - North Louisiana Drive, being in the East line of a called 10.007 acre tract of land conveyed to Brian and Kimberly Southwell by deed of record in Document Number 20070305000281660 of said Official Public Records, also being the Southwest corner of a called 22.842 acre tract of land conveyed to Aloha Village, Inc., Oakwood Village Apartments, Inc. and Kayasa Holdings, LLC by deed of record in Document Number 2020042100070300 of said Official Public Records, also being the Northwest corner of said 58.464 acre tract and hereof;

THENCE, leaving the East line of said 10.007 acre tract and State Highway 289 Business - North Louisiana Drive, along the South line of said 22.842 acre tract and the common North line of said 58.464 acre tract, the following three (3) courses and distances:

1. N88°55'04"E, a distance of 338.91 feet to a 5/8 inch iron rod with yellow plastic cap stamped "COX 4577" found;

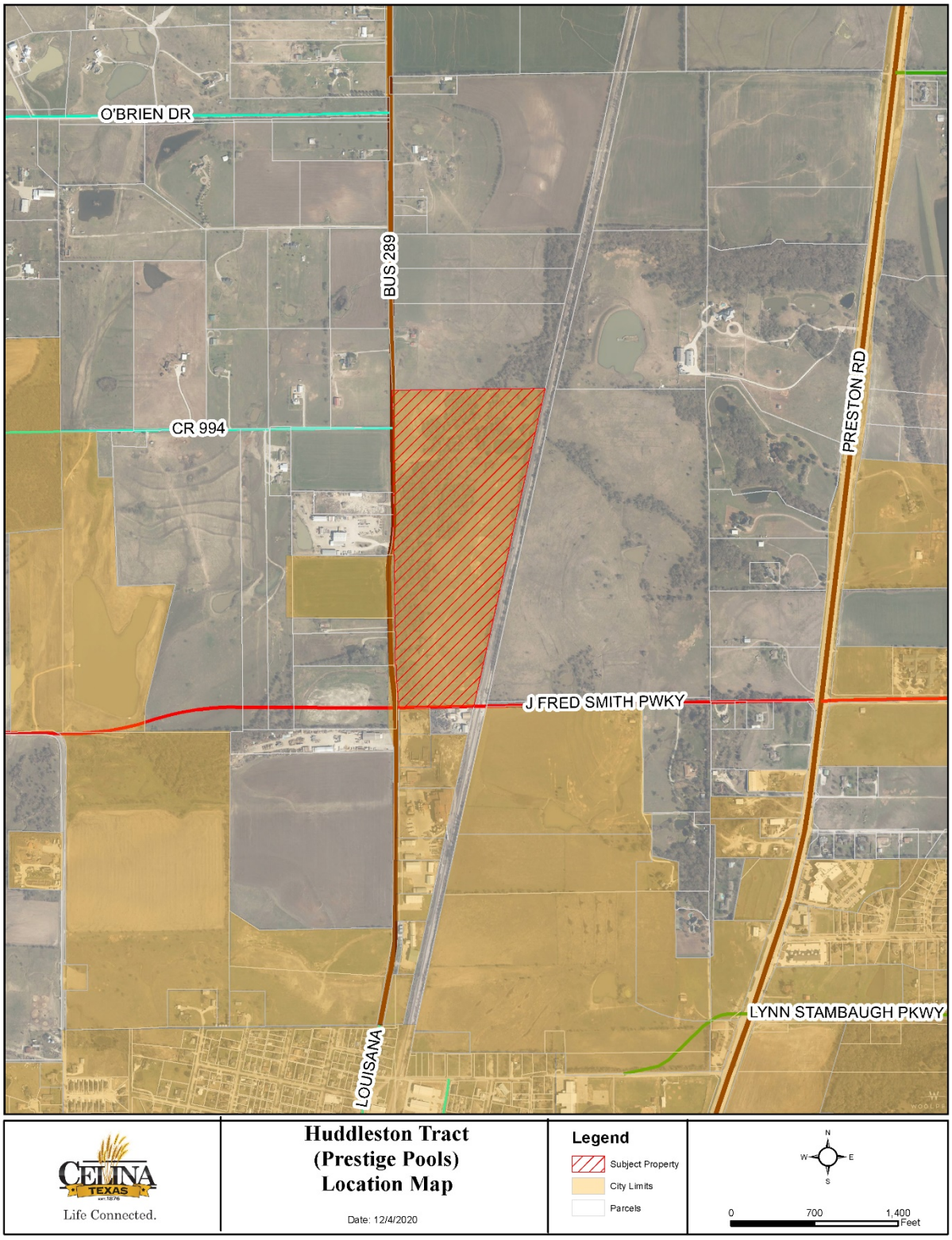
2. N89°08'34"E, a distance of 724.52 feet to a 5/8 inch iron rod with yellow plastic cap stamped "COX 4577" found;

3. N88°54'18"E, a distance of 206.29 feet to a 3/8 inch iron rod found in the West right-of-way line of the St. Louis and San Francisco Railroad, being the Southeast corner of said 22.842 acre tract, also being the Northeast corner of said 58.464 acre tract and hereof;

THENCE, S12°26'41"W, along the West right-of-way line of the St. Louis and San Francisco Railroad, being the common East line of said 58.464 acre tract, a distance of 2719.31 feet to the **POINT OF BEGINNING** and containing an area of 58.45 Acres, or (2,545,984 Square Feet) of land, more or less

Attachment: Draft Development Agreement (Prestige - Development Agreement)

EXHIBIT B
Property Location Depiction



Attachment: Draft Development Agreement (Prestige - Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Chan-Moore - Development Agreement

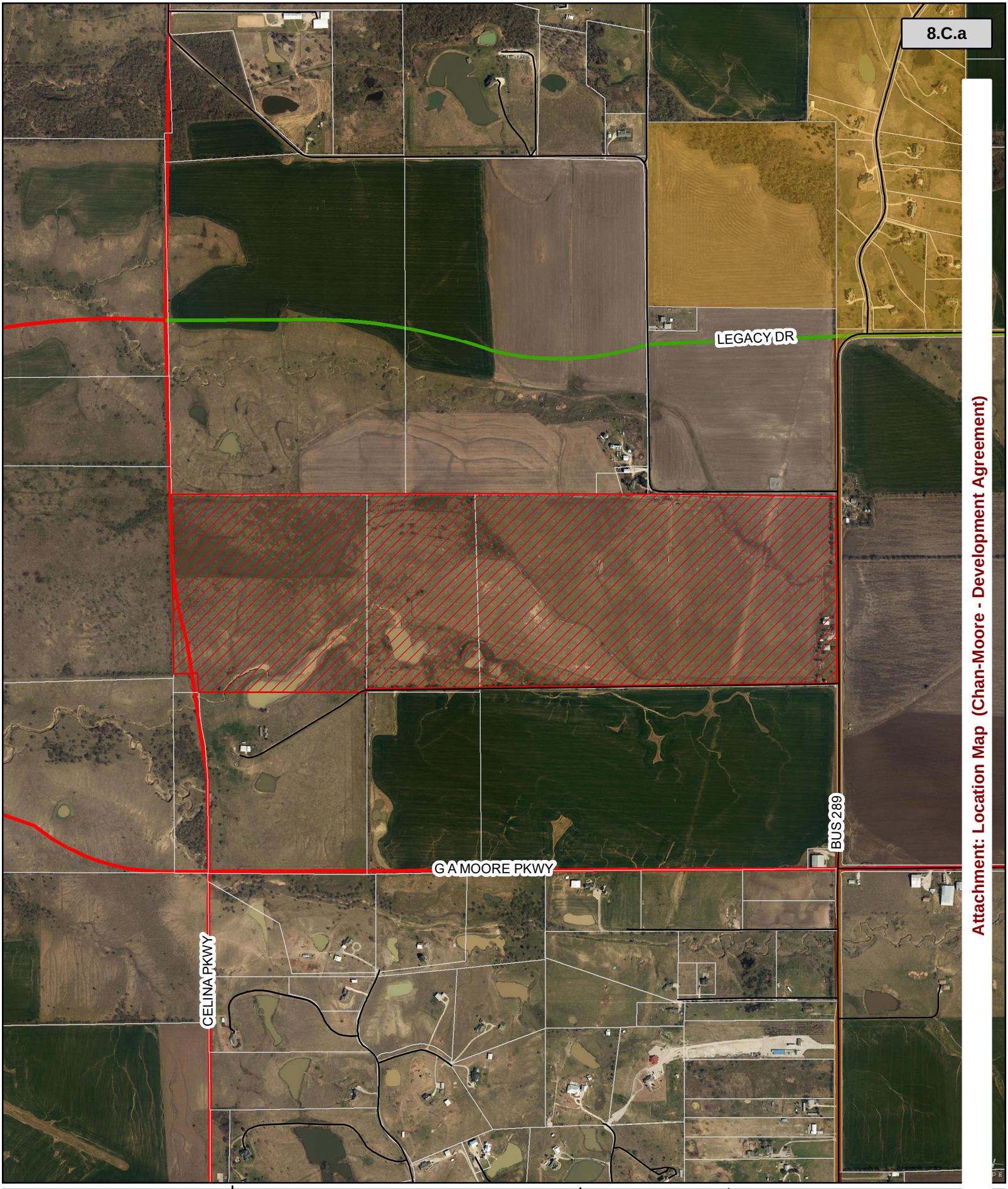
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 227 acres of land, generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Chan-Moore -Development Agreement) (Mohan)

Applicant:
Pilatus Investments, LLC
1341 Preston Road
Celina, TX 75009

Background:
The applicant has requested this item be tabled until the next City Council meeting in February.

Supporting Documents:
- Location Map

Staff Recommendation:
Staff recommends to table this item at the request of the applicant.



Attachment: Location Map (Chan-Moore - Development Agreement)

CELINA TEXAS est. 1876
Life Connected.

Chan-Moore Location Map

Date: 11/10/2020

Legend

- Roads
- Subject Area
- City Limits
- Parcels

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Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Uptown - Development Agreement

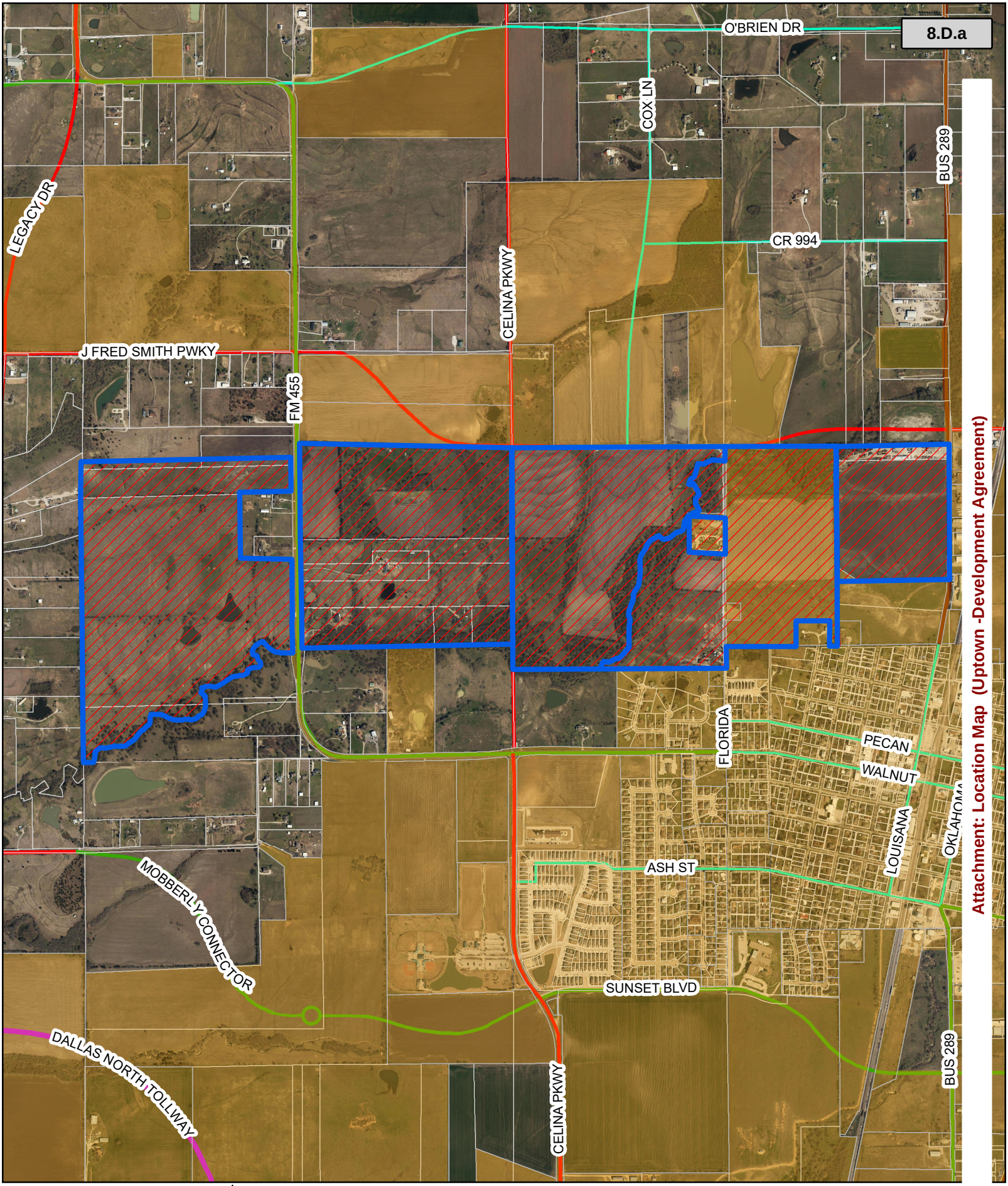
Action Requested:
Consider and act upon a request to enter into a development agreement with Rockhill Capital & Investments, LLC for the development of approximately 567 acres of land; generally located south of J. Fred Smith Parkway, east of future Legacy Drive and west of BNSF Railroad (Uptown Development Agreement) (Mohan)

Applicant:
Rockhill Capital & Investments
9550 John W. Elliot, Suite#106
Frisco, TX 75033

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Uptown -Development Agreement)

CELINA TEXAS EST. 1876
Life Connected.

Uptown DA Location Map

Date: 11/4/2020

Legend

- 20028-Bndy
- SubjectProperty
- City Limits
- Parcels

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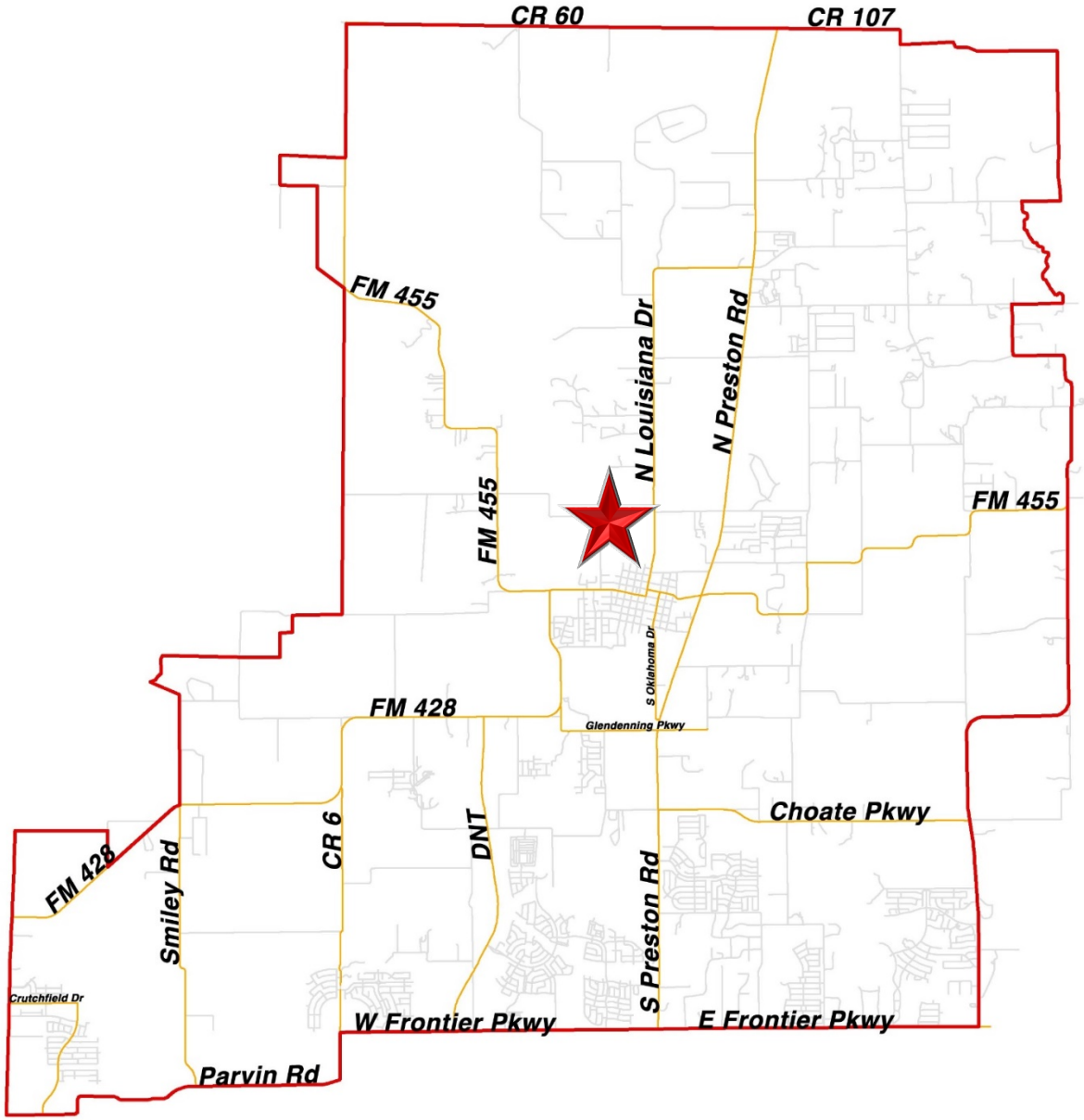
Uptown

Development Agreement

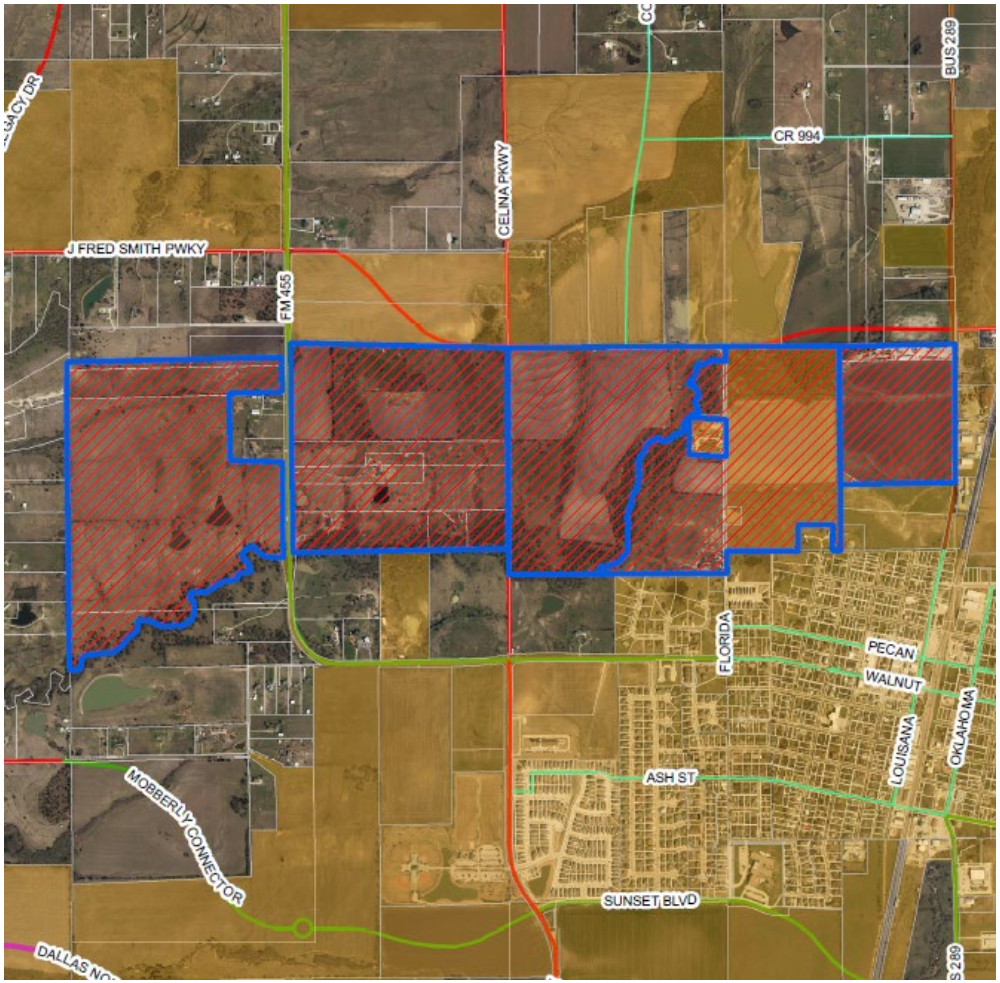
City Council

January 12, 2021

Attachment: Staff Presentation (Uptown -Development Agreement)



Attachment: Staff Presentation (Uptown -Development Agreement)



Location Map

The subject property is generally located northwest of downtown, along J Fred Smith Parkway, Louisiana Drive, FM 455, and future Celina Parkway

Attachment: Staff Presentation (Uptown -Development Agreement)

Background

- The subject property is approximately 567 acres, located in both the Extraterritorial Jurisdiction (ETJ) and the City Limits
- The applicant desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City

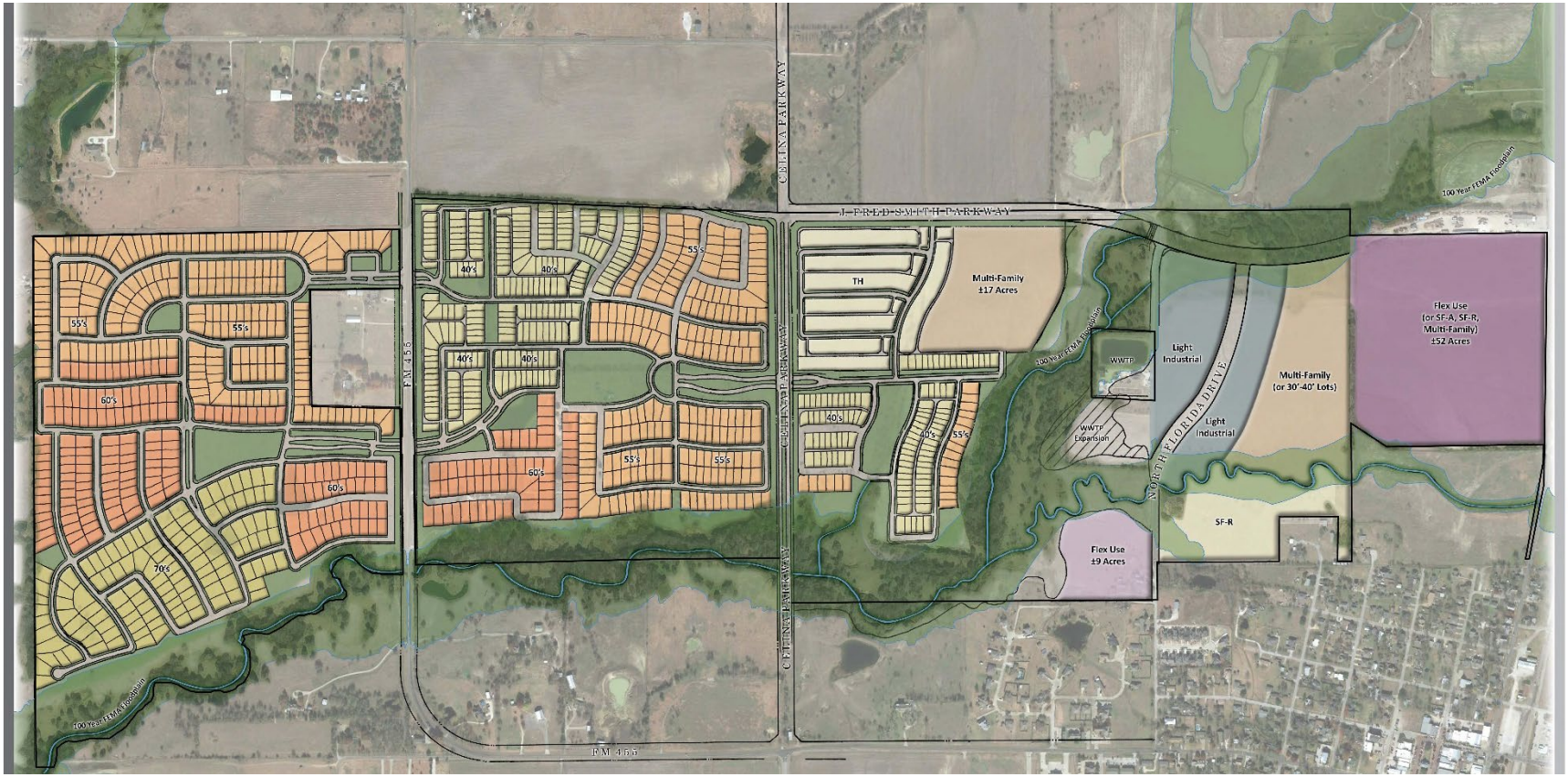
Attachment: Staff Presentation (Uptown -Development Agreement)

Overview

- The Development Agreement proposes annexation for 489 acres and zoning for 567 acres, which is currently undeveloped land
- The project is a new master planned community with a wide range of land uses
- The development agreement requires right-of-way dedication from the property owner either at time of development, or when the City requests for the ROW

Attachment: Staff Presentation (Uptown -Development Agreement)

Concept Plan


CELINA PARKWAY
J-P-R-L-D-S-V-I-T-H-P-A-R-K-W-A-Y
PRESTWICK PARKWAY
PRESTWICK PARKWAY
PRESTWICK PARKWAY

Developer Obligations

The development will contribute to the City's infrastructures needs in the following ways:

- Wastewater treatment plant expansion site
- Future Water Tower site
- Future Elementary School site
- Future Fire Station site
- ROW dedication & perimeter roadway network
- Other standard development obligations

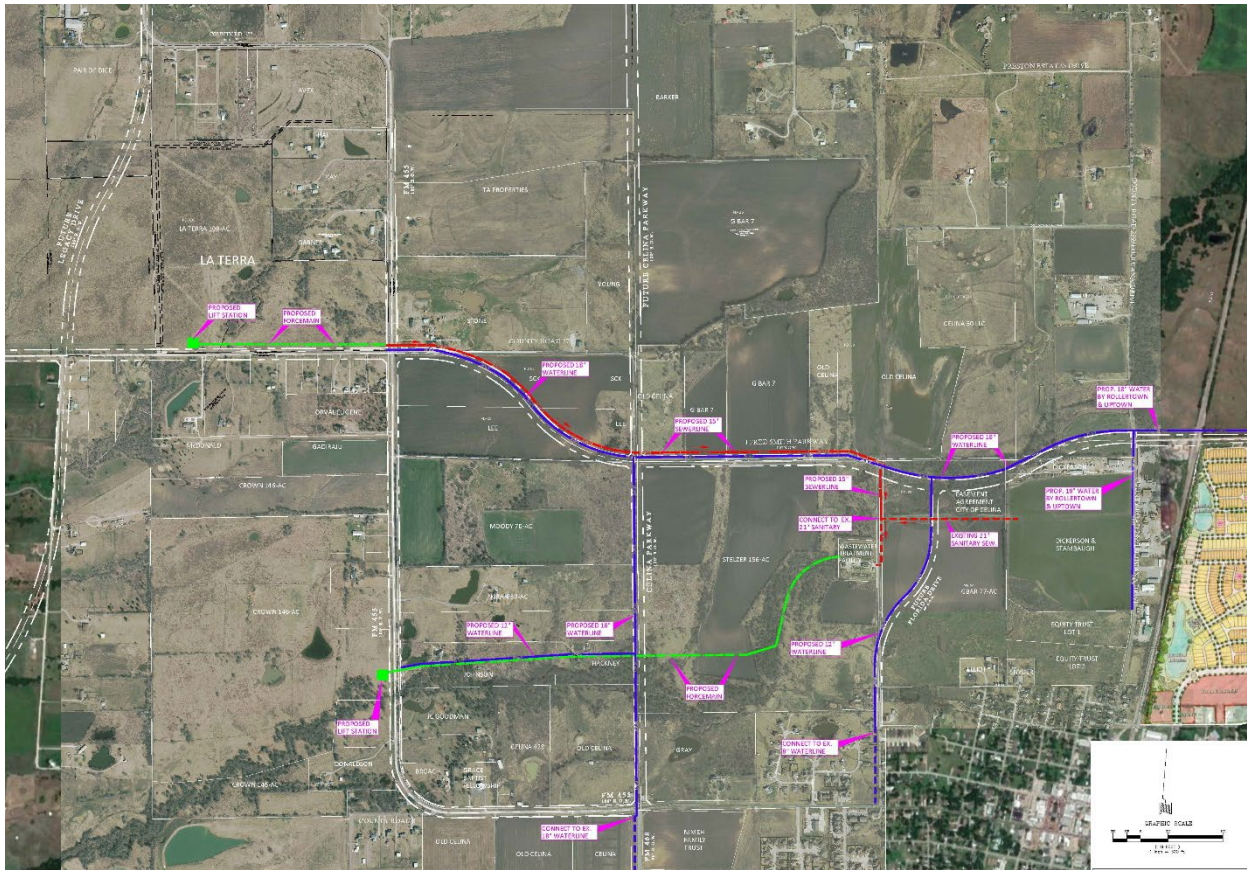
Attachment: Staff Presentation (Uptown -Development Agreement)

Roadway

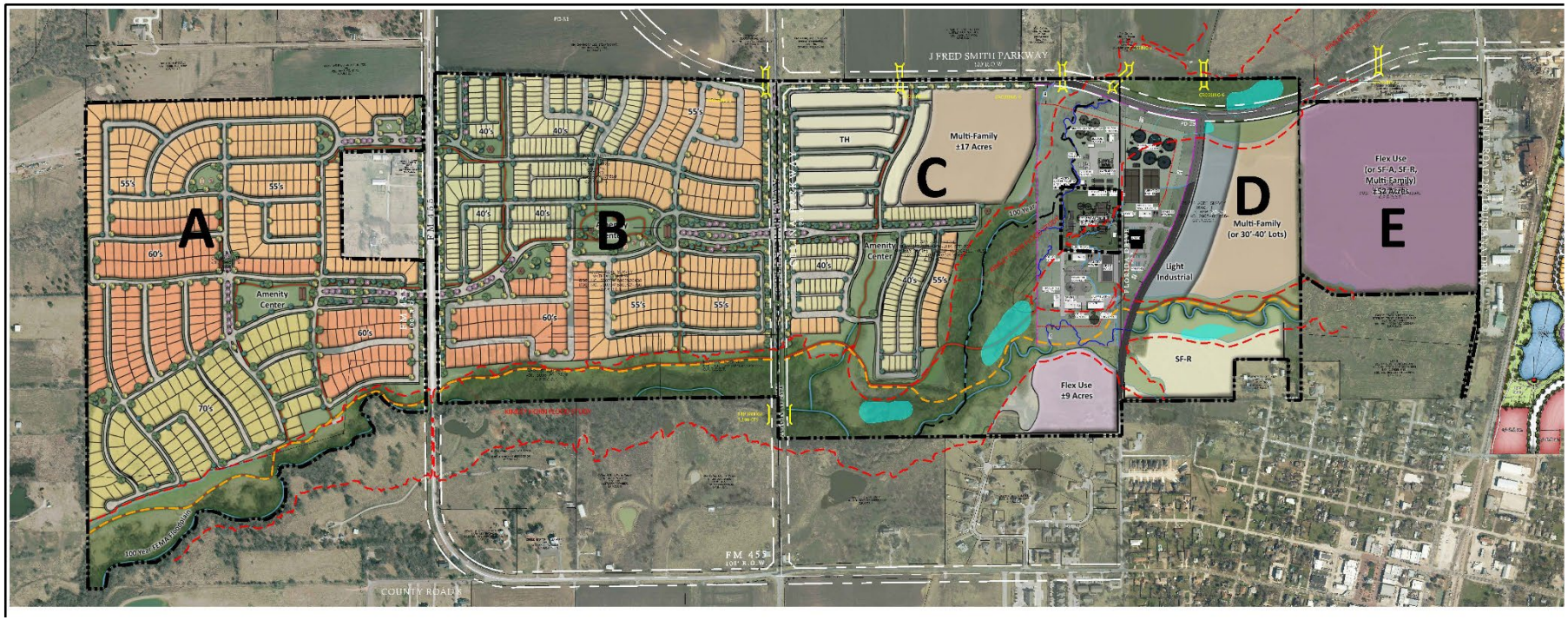


Attachment: Staff Presentation (Uptown -Development Agreement)

Water/Sewer

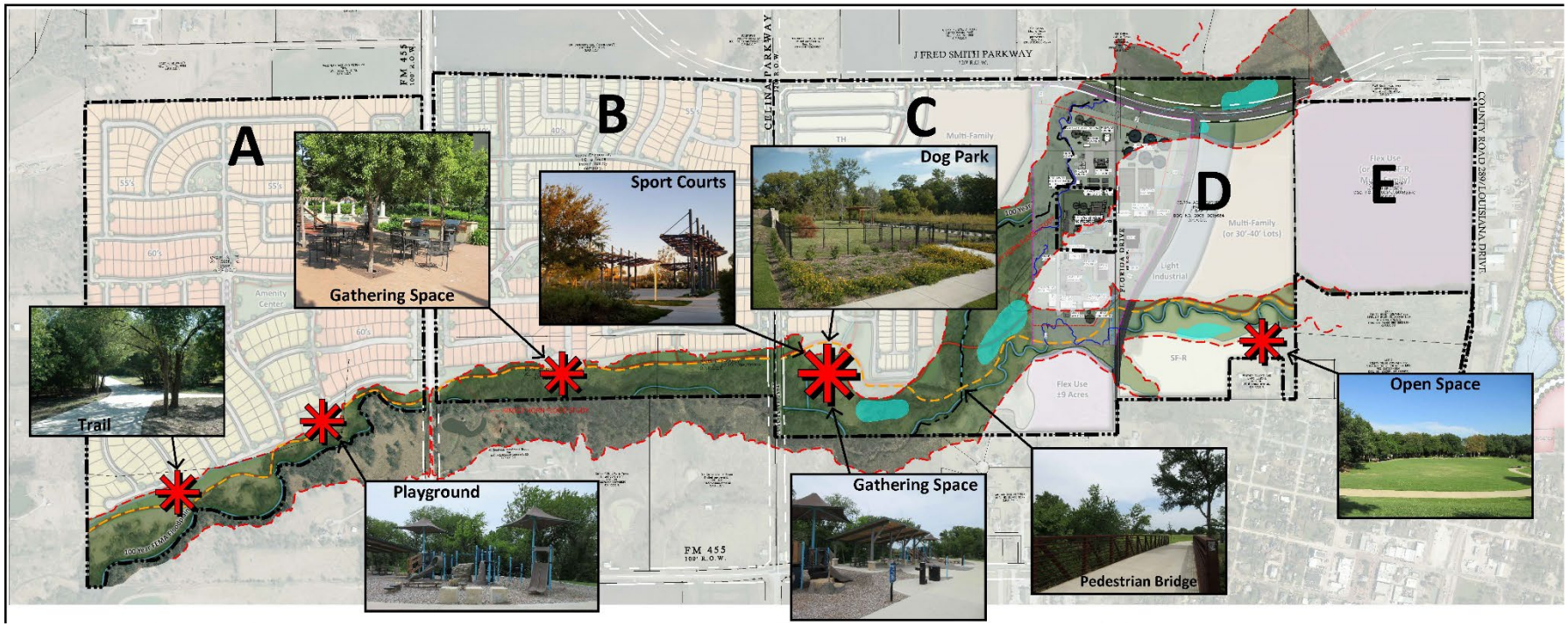

LA TERRA
PROPOSED LIFT STATION
PROPOSED FORCEMAIN
PROPOSED 18" WATERLINE
PROPOSED 15" SEWERLINE
PROPOSED 12" WATERLINE
PROPOSED 16" WATER LINE
CONNECT TO EX. 21" SANITARY
EXISTING 21" SANITARY SEW.
PROP. 18" WATER BY ROLLERTOWN & UPTOWN
CONNECT TO EX. 16" WATERLINE
TA PROPERTIES
MOODY 78 AC
STELZER 156 AC
OLD CELINA
GRAPHIC SCALE

Open Space Exhibit



Attachment: Staff Presentation (Uptown -Development Agreement)

Master Park Plan



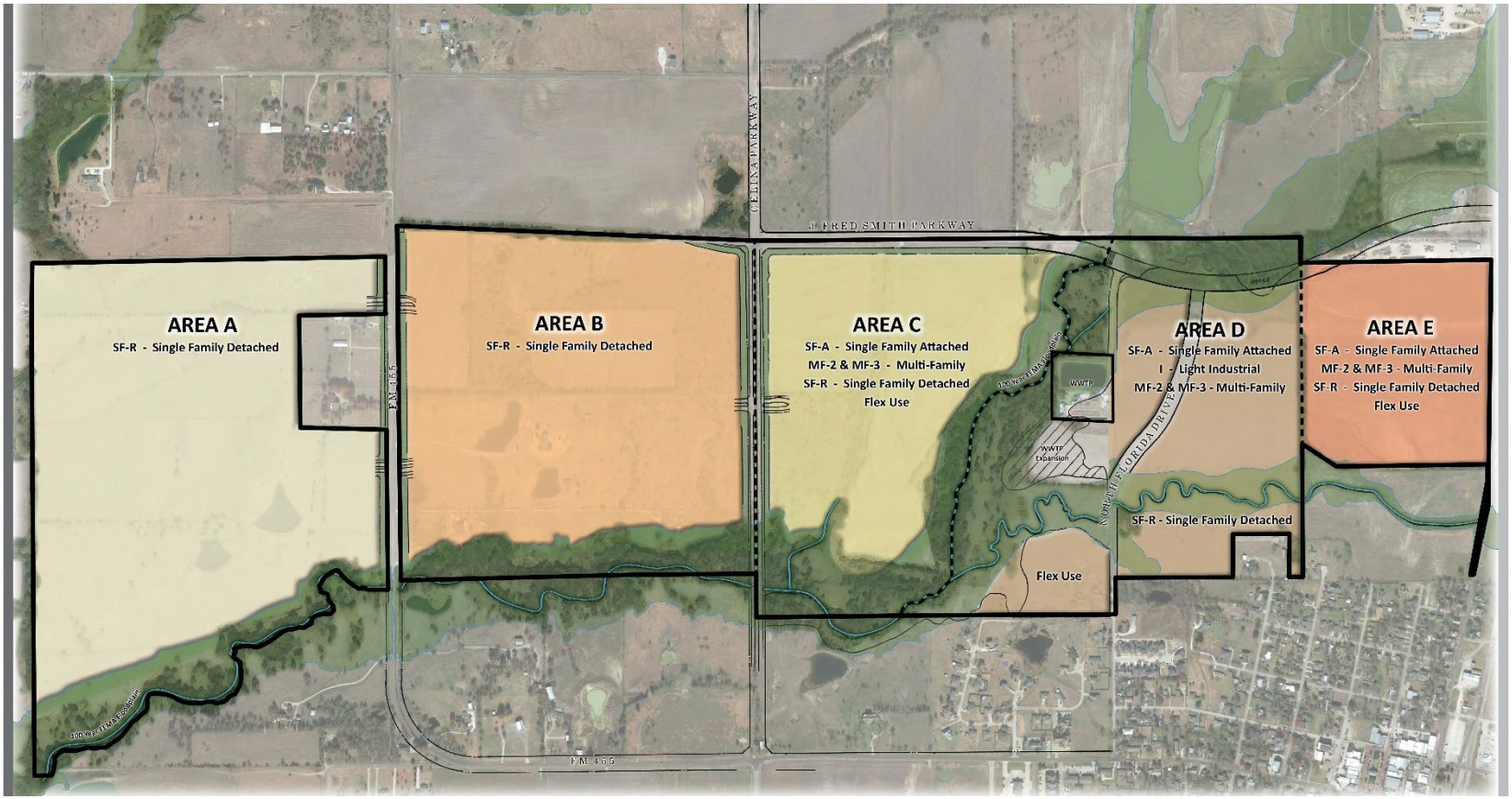
Attachment: Staff Presentation (Uptown -Development Agreement)

Open Space Plan

- Approximately 176 acres (29%) of the development is dedicated for open space
- A massive linear public park along the creek is planned, including a extensive trail network throughout the development, and associated amenities

Attachment: Staff Presentation (Uptown -Development Agreement)

Area Map



Attachment: Staff Presentation (Uptown -Development Agreement)

Area Map Overview

- Areas A & B: 100% SF-R
- Area C: SF-R & SF-A
- Areas D & E: mixture of uses, including some light industrial options near the treatment plant
- Multi-Family – maximum 1,000 units across Areas C, D, & E (none south of creek adjacent to downtown)
- City facilities and single-family residential are allowed in all areas

Attachment: Staff Presentation (Uptown -Development Agreement)

City Standards

- Linear park abides by the Neighborhood Vision Book and open space regulations
- Enhanced trails, sidewalks, and landscape buffers
- Standard architecture, screening, and other development standards
- Alleys required on any lots smaller than 55’ in width

Attachment: Staff Presentation (Uptown -Development Agreement)

Policy Considerations

- The DA brings an additional 489 acres into the City Limits
- The DA provides entitlements for a new neighborhood with extensive park and trail amenities adjacent to downtown
- ROW clauses are favorable to the City's transportation plan
- Additional housing near downtown supports the Downtown Master Plan

Attachment: Staff Presentation (Uptown -Development Agreement)

MUD/PID

- This item (Uptown DA) is associated with the La Terra and Northside at Rollertown neighborhoods, both of which have the option of joining the Uptown MUD, or utilizing their PID allowance, depending.
- Several associated agreements are on the agenda that allow for the flexibility to join the proposed in-city MUD.

Attachment: Staff Presentation (Uptown -Development Agreement)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the DA request at its December 15th regular meeting
- One County resident had questions about drainage
- Staff recommends approval as presented

Attachment: Staff Presentation (Uptown -Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Cambridge PD - Planned Development Amendment

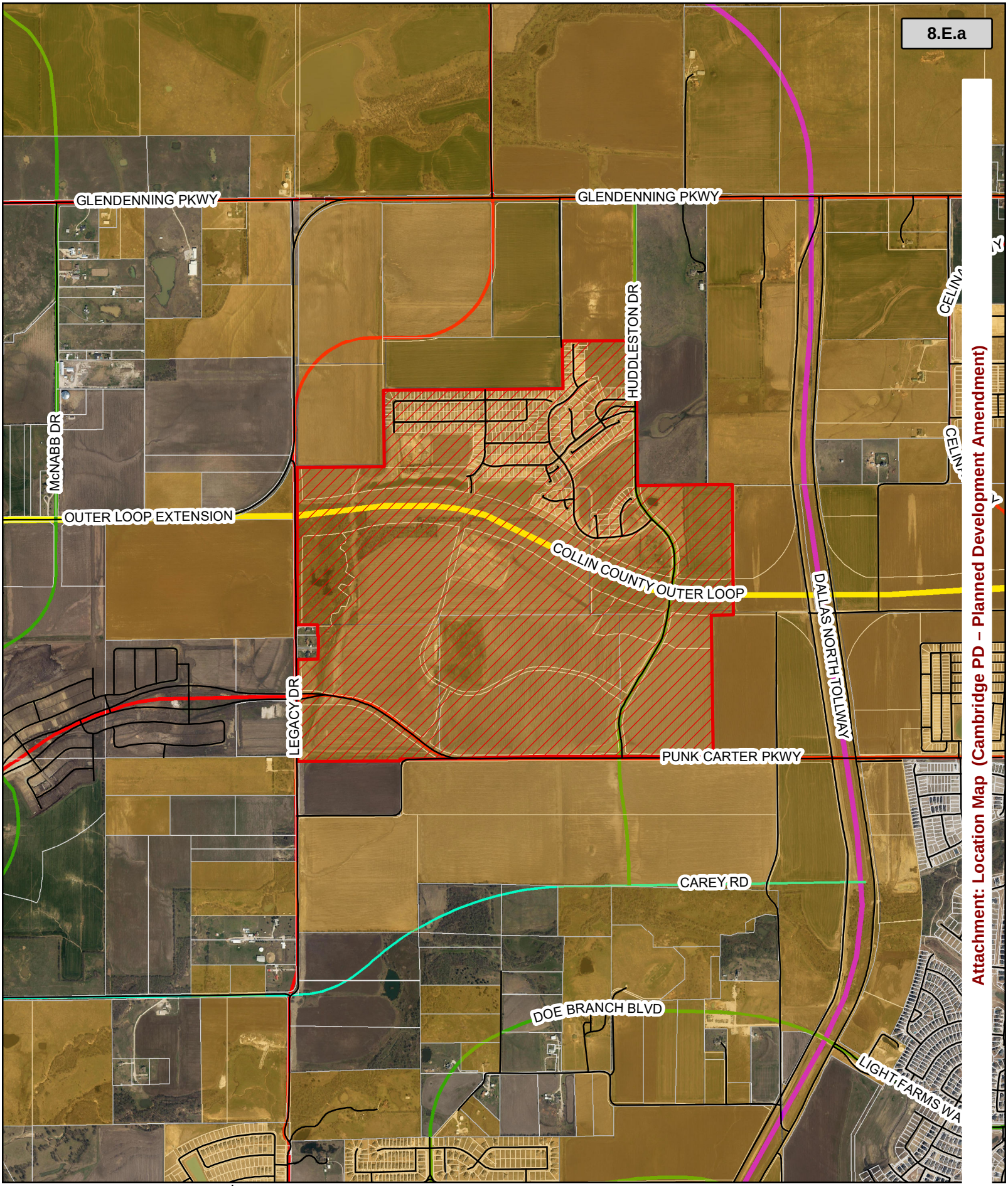
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 40 on approximately 40 acres of land, generally located at the northeast corner of Punk Carter Parkway and Huddleston Drive, within the City Limits. (Cambridge PD – Planned Development Amendment) (Mohan)

Applicant:
Cambridge Companies
8750 N. Central Expressway, Suite#1735
Dallas, TX 75231

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Cambridge PD – Planned Development Amendment)

CELINA TEXAS EST. 1876
Life Connected.

Cambridge Crossing Location Map

Date: 11/19/2020

Legend

- Roads
- Subject Area
- City Limits
- Parcels
- Denton County Parcels

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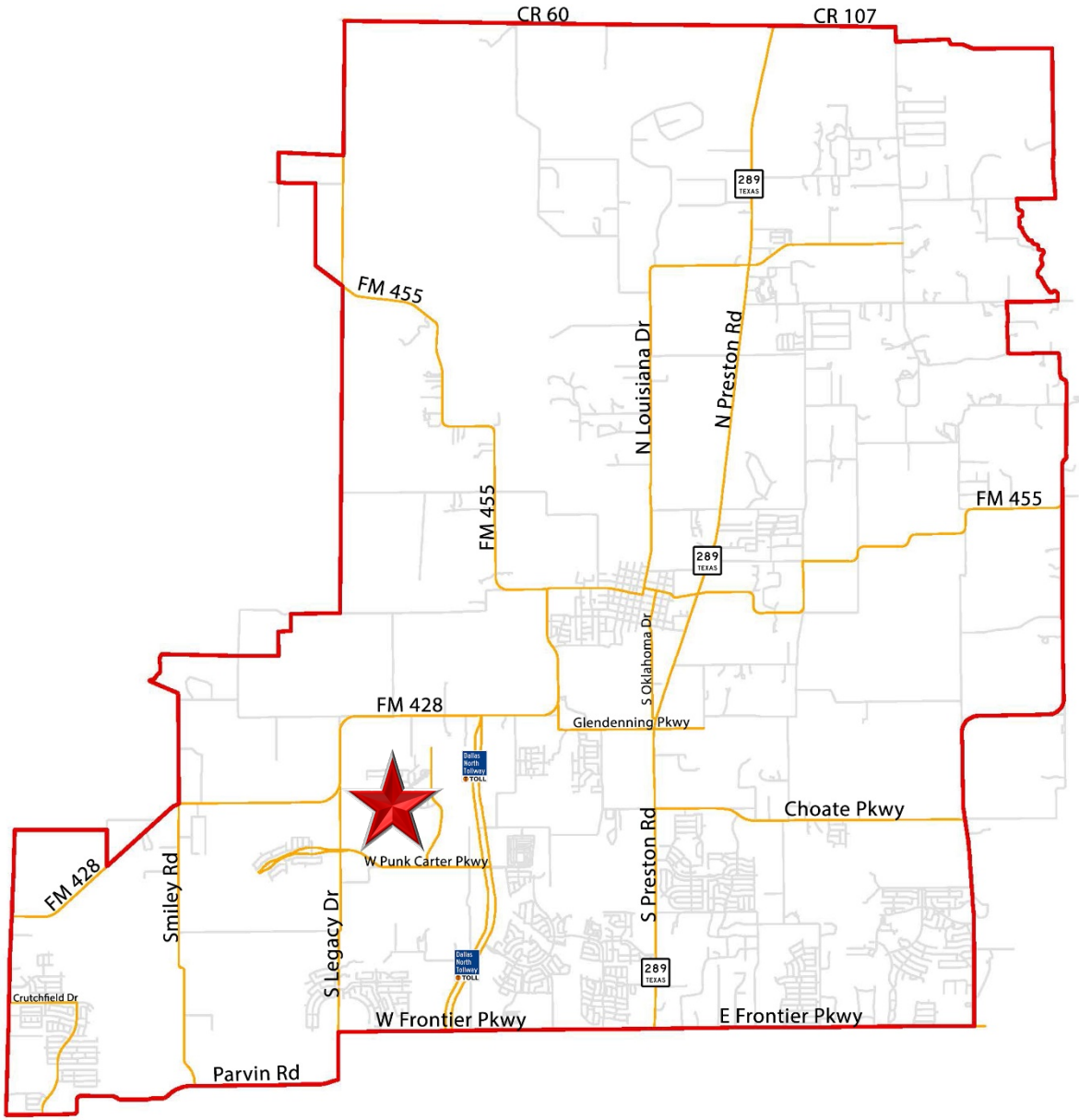
Cambridge Crossing

Planned Development Amendment

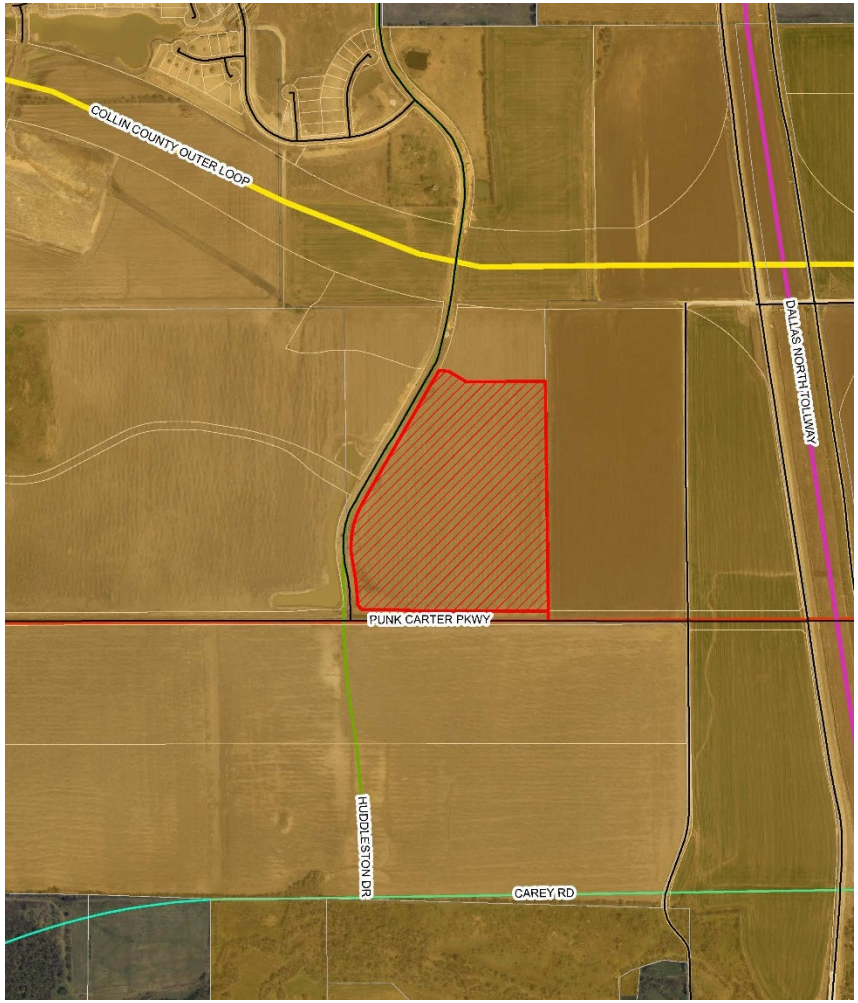
City Council

January 12, 2021

Attachment: Staff Presentation (Cambridge PD – Planned Development Amendment)



Attachment: Staff Presentation (Cambridge PD – Planned Development Amendment)



Location Map

The subject property is Tract 6 of the Cambridge Crossing master planned community, generally south of the Collin County Outer Loop

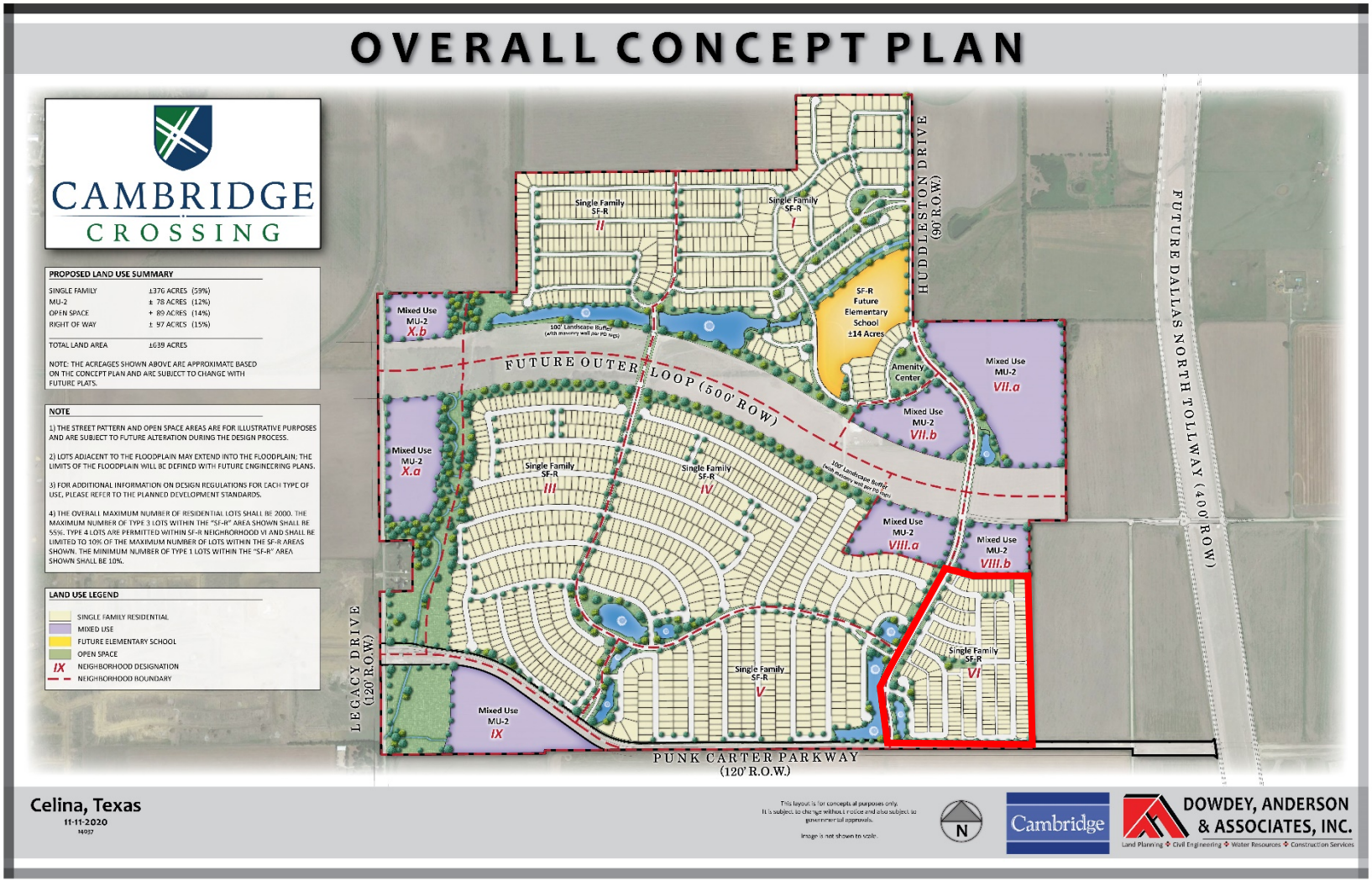
Attachment: Staff Presentation (Cambridge PD – Planned Development Amendment)

Background

- The subject property is approximately 40 acres and located in the City Limits
- The governing PD #40 was approved in 2016
- The applicant's request is to amend the PD to allow for 40' single-family lots in Tract 6 only
- The current PD allows Tract 6 to have 50' wide lots today

Attachment: Staff Presentation (Cambridge PD – Planned Development Amendment)

Concept Plan



Attachment: Staff Presentation (Cambridge PD – Planned Development Amendment)

Policy Considerations

- The proposed amendment only includes 6% of the overall area of the community and less than 10% of the total lot count
- It would further diversify Celina's housing inventory in accordance with the Strategic Plan's Vision & Goals on housing choice
- Tract 6 backs onto properties that have DNT frontage, which provides a transition into the neighborhood

Attachment: Staff Presentation (Cambridge PD – Planned Development Amendment)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its December 15th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Cambridge PD – Planned Development Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____

CAMBRIDGE CROSSING

AN AMENDEMENT TO PLANNED DEVELOPMENT #40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 639 ACRES LOCATED IN THE RICHARD ALDERSON SURVEY, ABSTRACT NO. 7; THE F. D. GARY SURVEY, ABSTRACT NO. 360; THE I.C. WILLIAMSON SURVEY, ABSTRACT NUMBER 943, AND THE T. STATEN SURVEY, ABSTRACT NUMBER 806, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF PUNK CARTER PARKWAY AND HUDDLESTON DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 40; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, this Ordinance amends PD #40, which has previously been amended by ordinance 2016-32.

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Paving & Screening Plan, Trails & Open Space Plan, Side Yard Fencing Detail – Collector Street, Side Yard Fencing Detail – Residential Street, Street Section, and Development Regulations, set forth in Exhibit "C", "D", "E", and "F", respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

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WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 40 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Paving & Screening Plan
Exhibit E:	Trails & Open Space Plan
Exhibit F	Side yard Fencing & Landscape Detail
Exhibit G:	Urban Street Section
Exhibit H:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 40, and incorporates the Concept Plan attached hereto as Exhibit "C", the Paving & Screening Plan attached

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hereto as Exhibit "D", the Trails & Open Space Plan attached hereto as Exhibit "E", the Side Yard Fencing Detail – Collector Street, "I:and the Development Regulations attached hereto as Exhibit "F."

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

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or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of January, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Exhibit A
Legal Description

Being that certain 639.627 acre tract of land situated in the Richard Alderson Survey, Abstract No. 7, F. D. Gary Survey, Abstract No. 360, I. C. Williamson Survey, Abstract No. 943, and T. Staten Survey, Abstract No. 806, Collin County, Texas, and being all that certain tract of land conveyed to Godwin Investments, LTD., by deeds recorded under Document No. 20130401000422650, and 20070205000163510, Official Public Records, Collin County, Texas, and being all that certain tract of land conveyed to Jerry Glen Hansel and wife, Sally Haggard Hansel, by deed recorded under Document Number 92-0077846, said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap found for the southwest corner of said Godwin Investments (Document No. 20130401000422650) tract, same being in the approximate centerline of Legacy Drive (also known as County Road No. 6) (gravel surfaced public right-of-way), same being the northwest corner of that certain tract of land conveyed to Stephen Vayne Harris, by deed recorded under Document No. 2003-0050617, said Official Public Records, Collin County, same being the northeast corner of that certain tract of land conveyed to Paul W. Stiles, by deed recorded under Document No. 2001-60781, Official Public Records, Denton County, Texas, same being the southeast corner of that certain tract of land conveyed to Smiley Road, LTD., by deed recorded under Document No. 2005-102909, said Official Public Records, Denton County;

THENCE north 00 deg. 31 min. 24 sec. west, along the common line of said Godwin Investments tract and said Smiley Road tract, same being the approximate centerline of said Legacy Drive, a distance of 1441.31 feet to a 1/2 inch iron rod with cap found for corner, same being the southwest corner of that certain tract of land conveyed to Stephen W. Harris and wife, Sandra D. Harris, by deed recorded in Volume 3399, Page 27, Deed Records, Collin County, Texas;

THENCE north 89 deg. 18 min. 24 sec. east, along the common line of said Godwin Investments tract and said Harris (Volume 3399, Page 27) tract, a distance of 290.73 feet to a point for internal corner of said Godwin Investments tract, same being the southeast corner of said Harris (Volume 3399, Page 27) tract, from which a 1/2 inch iron rod with cap found which bears south 00 deg. 29 min. 11 sec. west, 16.68 feet;

THENCE north 00 deg. 37 min. 27 sec. west, continuing along the common line of said Godwin Investments tract and said Harris (Volume 3399, Page 27) tract, passing a 1/2 inch iron rod found for the northeast corner of said Harris (Volume 3399, Page 27) tract, same being the Southeast corner of that certain tract of land conveyed to Richard Tillery and spouse, Brinda Tillery, by deed recorded in Volume 5835, Page 4359, said Deed Records, Collin County, and continuing along the common line of said Godwin Investments tract and said Tillery tract, a total distance of 300.52 feet to a 1/2" iron rod found for corner, same being the northeast corner of said Tillery tract, same being in the South line of that certain tract of land conveyed to Gary Lynn Mitchell and wife, Laura D. Mitchell, by deed recorded in Volume 4747, Page 939, said Deed Records, Collin County;

THENCE along the common line of said Godwin Investments tract and said Mitchell tract as follows:

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North 89 deg. 48 min. 24 sec. east, a distance of 9.87 feet to a 1/2 inch iron rod found for internal corner, same being the southeast corner of said Mitchell tract;

North 00 deg. 25 min. 30 sec. west, a distance of 147.38 feet to a 1/2 inch iron rod with cap found for internal corner, same being the northeast corner of said Mitchell tract;

South 89 deg. 11 min. 44 sec. west, a distance of 300.38 feet to a 3/8 inch iron rod found for corner, same being in the northwest corner of said Mitchell tract, same being in the approximate centerline of aforesaid Legacy Drive, same being in the east line of that certain tract of land conveyed to G Bar 7, LTD., by deed recorded under Document No. 2005-13872, aforesaid Official Public Records, Denton County;

THENCE north 00 deg. 25 min. 15 sec. west, along the common line of said Godwin Investments tract and said G Bar 7 tract, same being the approximate centerline of said Legacy Drive, passing the northeast corner of said G Bar 7 (Document No. 2005-13872) tract, same being the southeast corner of that certain tract of land conveyed to Old Celina, LTD., by deed recorded under Document No. 2005-76678, said Official Public Records, Denton County, and continuing along the common line of said Godwin Investments tract and said Old Celina tract, a total distance of 2185.73 feet to a 1/2 inch iron rod found for the most westerly northwest corner of said Godwin Investments tract, same being the northeast corner of said Old Celina tract, same being in the intersection of said Legacy Drive with the west right-of-way line of F.M. 428, same being the southwest corner of that certain tract of land conveyed to Planetial, LP., by deed recorded under Document No. 20091016001276920, said Official Public Records, Collin County;

THENCE along the common line of said Godwin Investments tract and said Planetial tract as follows:

North 89 deg. 24 min. 22 sec. east, a distance of 1230.95 feet to a 5/8 inch iron rod with "DCA" cap found for internal corner, same being the southeast corner of said Planetial tract;

North 00 deg. 35 min. 28 sec. west, a distance of 1053.11 feet to a 5/8 inch iron rod found for a northwest corner of said Godwin Investments tract, same being the southwest corner of that certain tract of land conveyed to Hardy Burke, by deed recorded under Document No. 94-0034942, said Official Public Records, Collin County;

THENCE along the common line of said Godwin Investments tract and said Burke tract as follows:

North 89 deg. 23 min. 57 sec. east, a distance of 2483.65 feet to a 1/2 inch iron rod with "Spiars Eng." cap found for internal corner, same being the southeast corner of said Burke tract, same being in the approximate centerline of County Road No. 51 (dirt surfaced public right-of-way);

North 00 deg. 45 min. 26 sec. west, a distance of 659.70 feet to a 1/2 inch iron rod with "Spiars Eng." cap found for the most northerly northwest corner of said Godwin Investments tract, same being in the approximate centerline of said County Road No. 51, same being the Southwest corner of that certain tract of land conveyed to G. Bar 7, LTD., by deed recorded under Document No. 2005-0015684, said Official Public Records, Collin County;

THENCE north 89 deg. 37 min. 26 sec. east, along the common line of said Godwin Investments tract and said G Bar (Document No. 2005-0015684) tract, a distance of 1028.15 feet to a 1/2 inch iron rod found with "Spiars Eng." cap found for the most northerly northeast corner of said Godwin Investments tract,

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same being the southeast corner of said G Bar (Document No. 2005-0015684) tract, same being in the west line of that certain tract of land conveyed to Stiles Family Limited Partnership, by deed recorded under Document No. 97-0009838, said Official Public Records, Collin County;

THENCE along the common line of said Godwin Investments tract and said Stiles Family tract as follows:

South 00 deg. 14 min. 22 sec. east, a distance of 2005.61 feet to a 1/2 inch iron rod found for internal corner, same being the southwest corner of said Stiles Family tract;

North 89 deg. 31 min. 27 sec. east, a distance of 981.30 feet to a 1/2 inch iron rod found for the southeast corner of said Stiles Family tract, same being the southwest corner of that certain tract of land conveyed to Celina Tollway 107 Partners, LTD., by deed recorded under Document No. 20101109001222310, said Official Public Records, Collin County;

THENCE north 89 deg. 37 min. 48 sec. east, along the common line of said Godwin Investments tract and said Celina Tollway tract, a distance of 357.38 feet to a 1/2 inch iron rod found for the most easterly northeast corner of said Godwin Investments tract, same being the northwest corner of that certain tract of land conveyed to Charlsie L. May, by deed recorded under Document No. 20110921001005300, said Official Public Records, Collin County;

THENCE south 00 deg. 32 min. 37 sec. east, along the common line of said Godwin Investments tract and said May tract, a distance of 1767.48 feet to a 1/2 inch iron rod with "Collins" cap found for the most easterly southeast corner of said Godwin Investments tract, same being the southwest corner of said May tract, same being in the approximate centerline of aforesaid County Road No. 51, same being in the north line of that certain tract of land conveyed to Celina Stearman 39, LP, by deed recorded under Document No. 20070605000757520, said Official Public Records, Collin County;

THENCE along the common line of said Godwin Investments tract and said Celina Stearman tract as follows:

South 89 deg. 35 min. 35 sec. west, a distance of 331.22 feet to a 1/2 inch iron rod with "Spiars Eng." cap found for internal corner, same being the northwest corner of said Celina Stearman tract, same being in the approximate centerline of aforesaid County Road No. 51;

South 00 deg. 44 min. 33 sec. east, a distance of 2013.04 feet to a 1/2 inch iron rod found for the most southerly southeast corner of said Godwin Investments tract, same being the southwest corner of said Celina Stearman tract, same being in the approximate centerline of County Road No. 7 (dirt surfaced public right-of-way), same being in the north line of that certain tract of land conveyed to Two-J Partners, LLLP, by deed recorded under Document No. 20080509000562500, said Official Public Records, Collin County;

THENCE south 89 deg. 59 min. 46 sec. west, along the common line of said Godwin Investments tract and said Two-J tract, same being the approximate centerline of said County Road No. 7, a distance of 1275.78 feet to a 1/2 inch iron rod found for corner, same being the southeast corner of that certain tract of land conveyed to Jerry Glen Hansel and wife, Sally Haggard Hansel, by deed recorded under Document No. 92-0077846, said Official Public Records, Collin County;

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THENCE south 89 deg. 43 min. 05 sec. west, along the common line of said Godwin Investments tract and said Hansel tract, a distance of 2487.72 feet to a 1/2 inch iron rod found from which a 1/2 inch iron rod found bears north 88 deg. 45 min. 27 sec. east, a distance of 10.53 feet for corner, same being the southwest corner of said Hansel tract, same being in the approximate centerline of aforesaid County Road No. 7, same being in the north line of aforesaid Two-J tract;

THENCE along the common line of said Godwin Investments tract and said Two-J tract, same being the approximate centerline of said County Road No. 7 as follows:

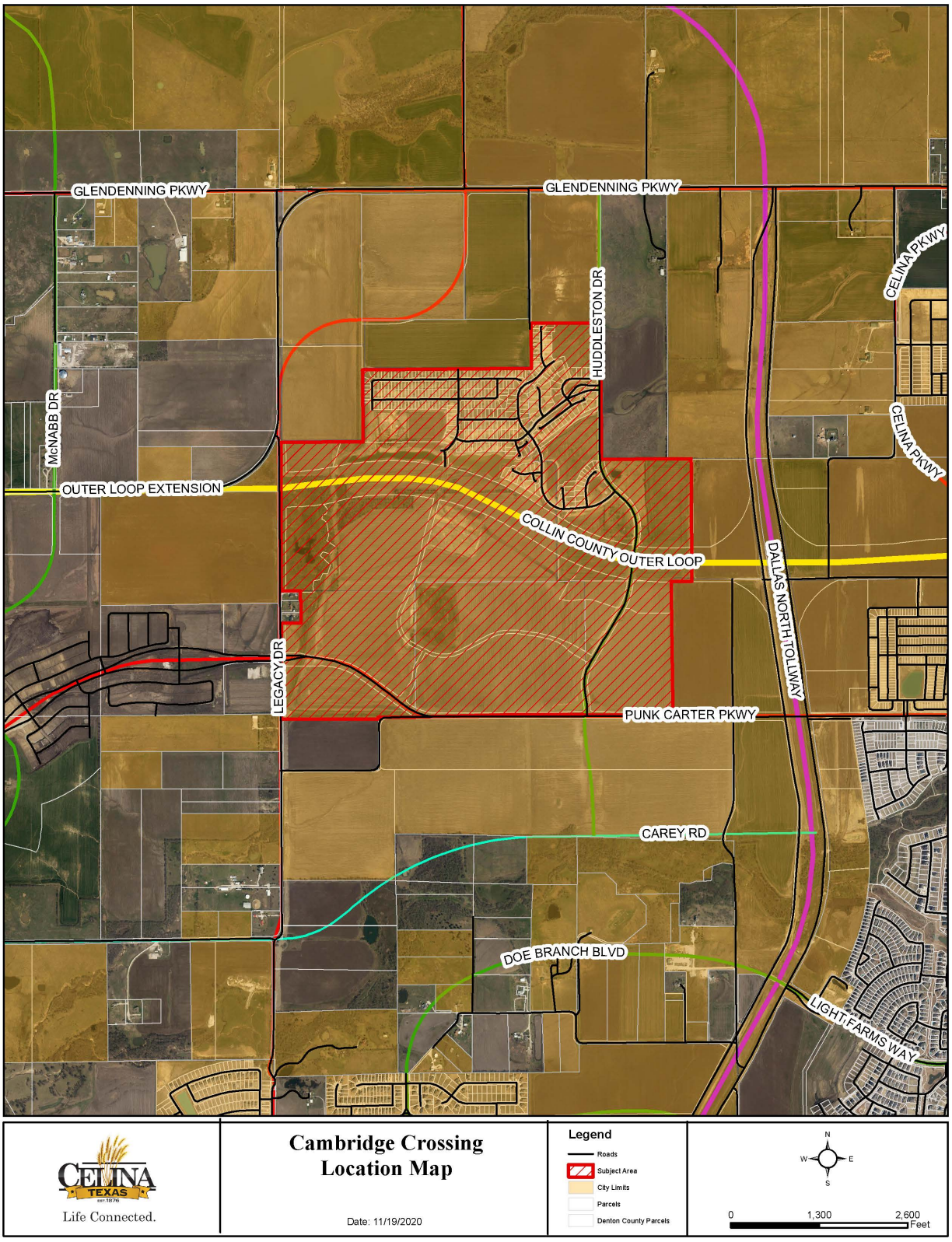
South 89 deg. 30 min. 13 sec. west, a distance of 538.92 feet to a 1/2 inch iron rod with "Lonestar" cap found for corner, same being the northwest corner of said Two-J tract;

South 00 deg. 50 min. 27 sec. east, a distance of 26.79 feet to a 1/2 inch iron rod found for corner, same being the northeast corner of aforesaid Harris (Document No. 2003-0050617) tract;

THENCE south 89 deg. 34 min. 13 sec. west, along the common line of said Godwin Investments tract and said Harris (Document No. 2003-0050617) tract, a distance of 1446.31 feet to the POINT OF BEGINNING and containing 639.627 acres of computed land, more or less.

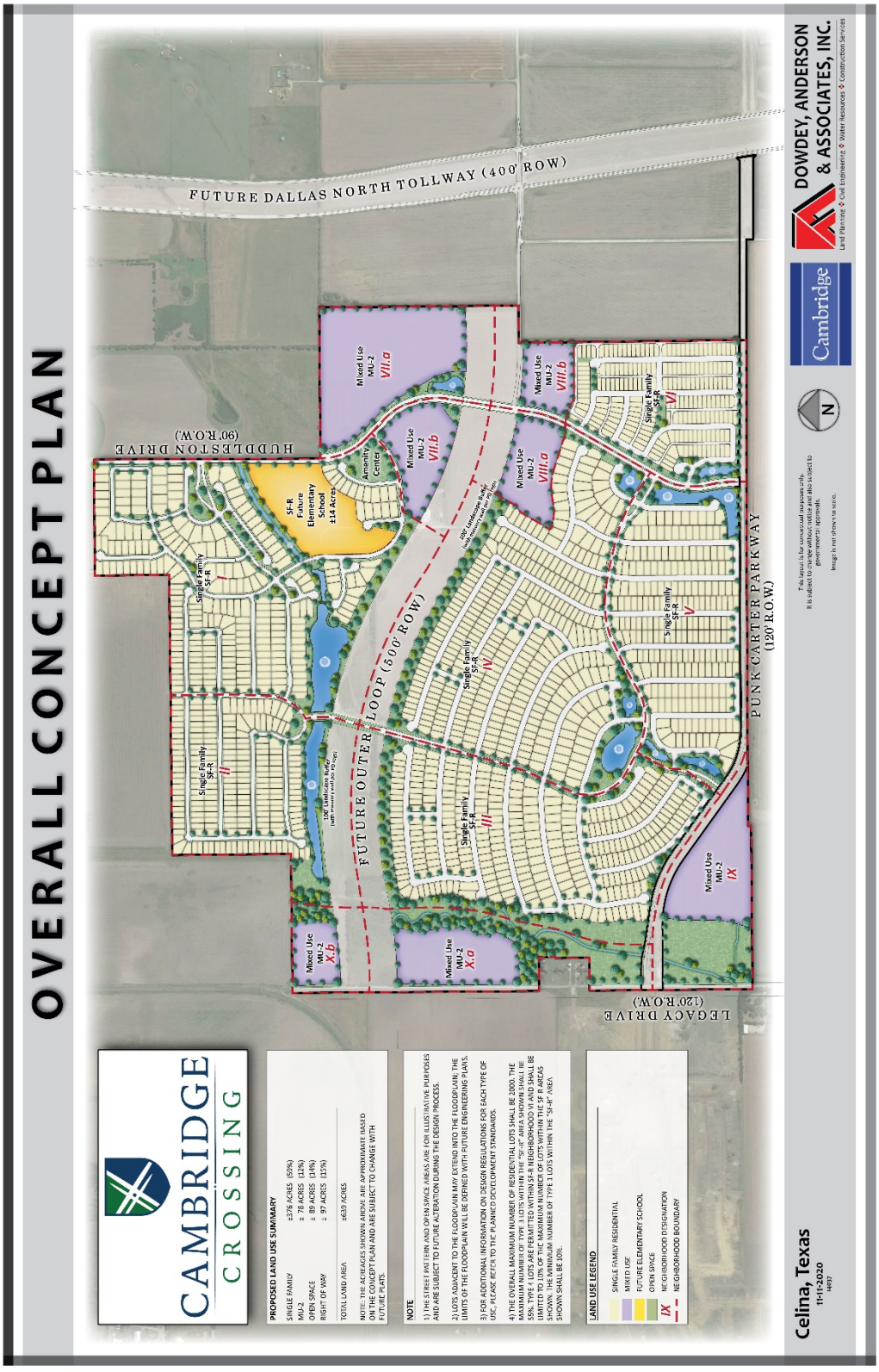
Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Exhibit B
Depiction of Property



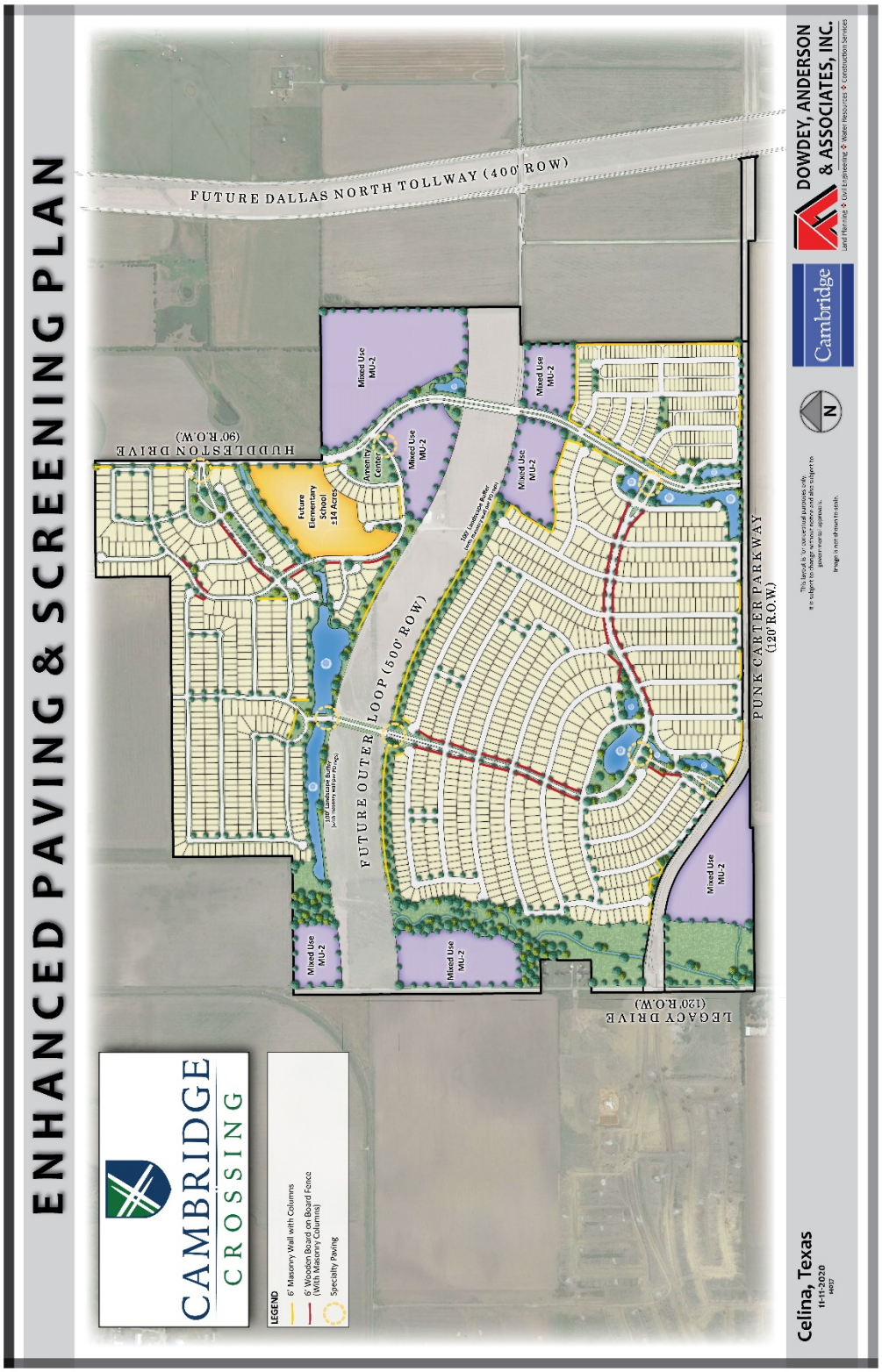
Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Exhibit C
Concept Plan



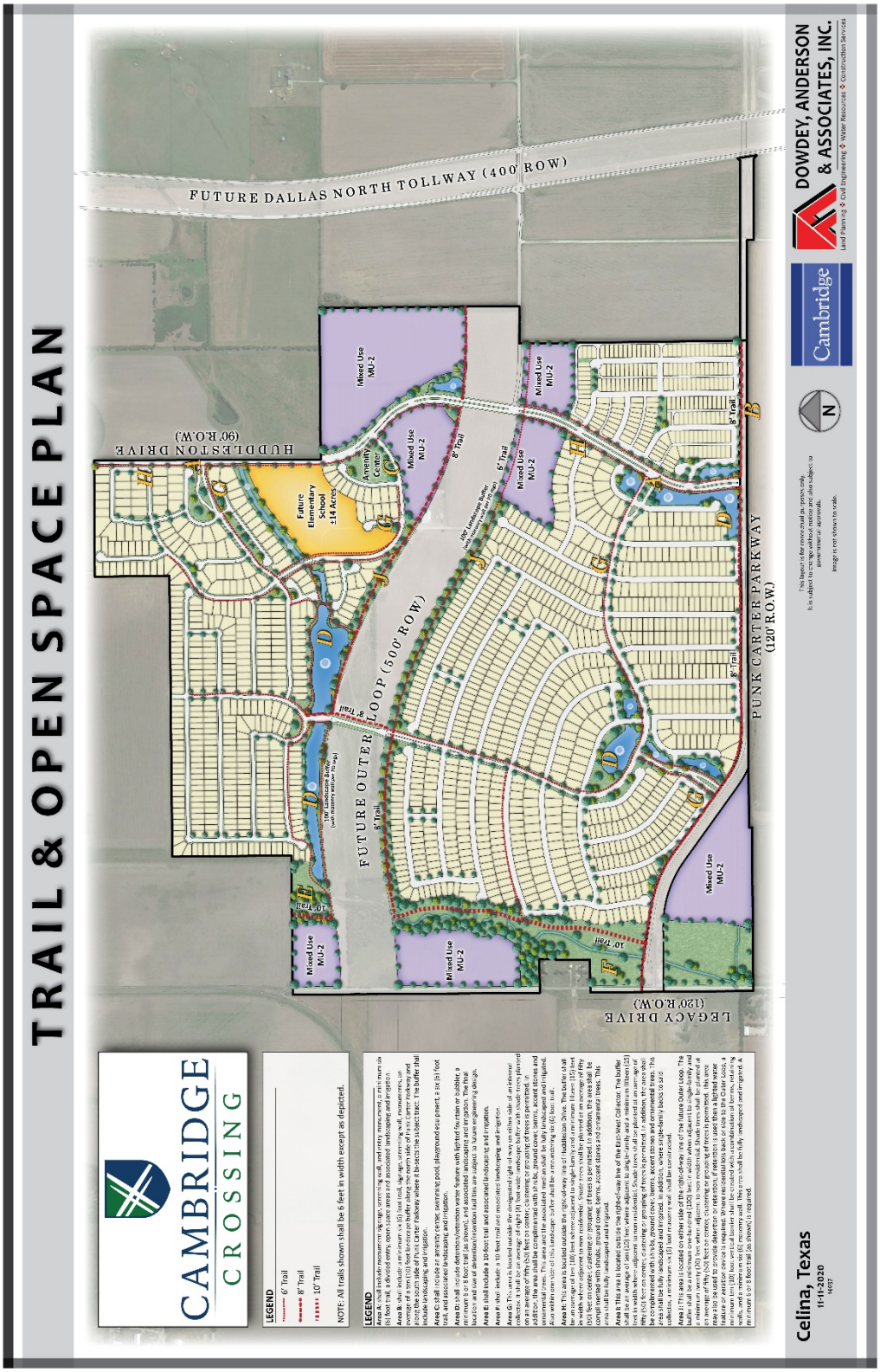
Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Exhibit D
Paving & Screening Plan



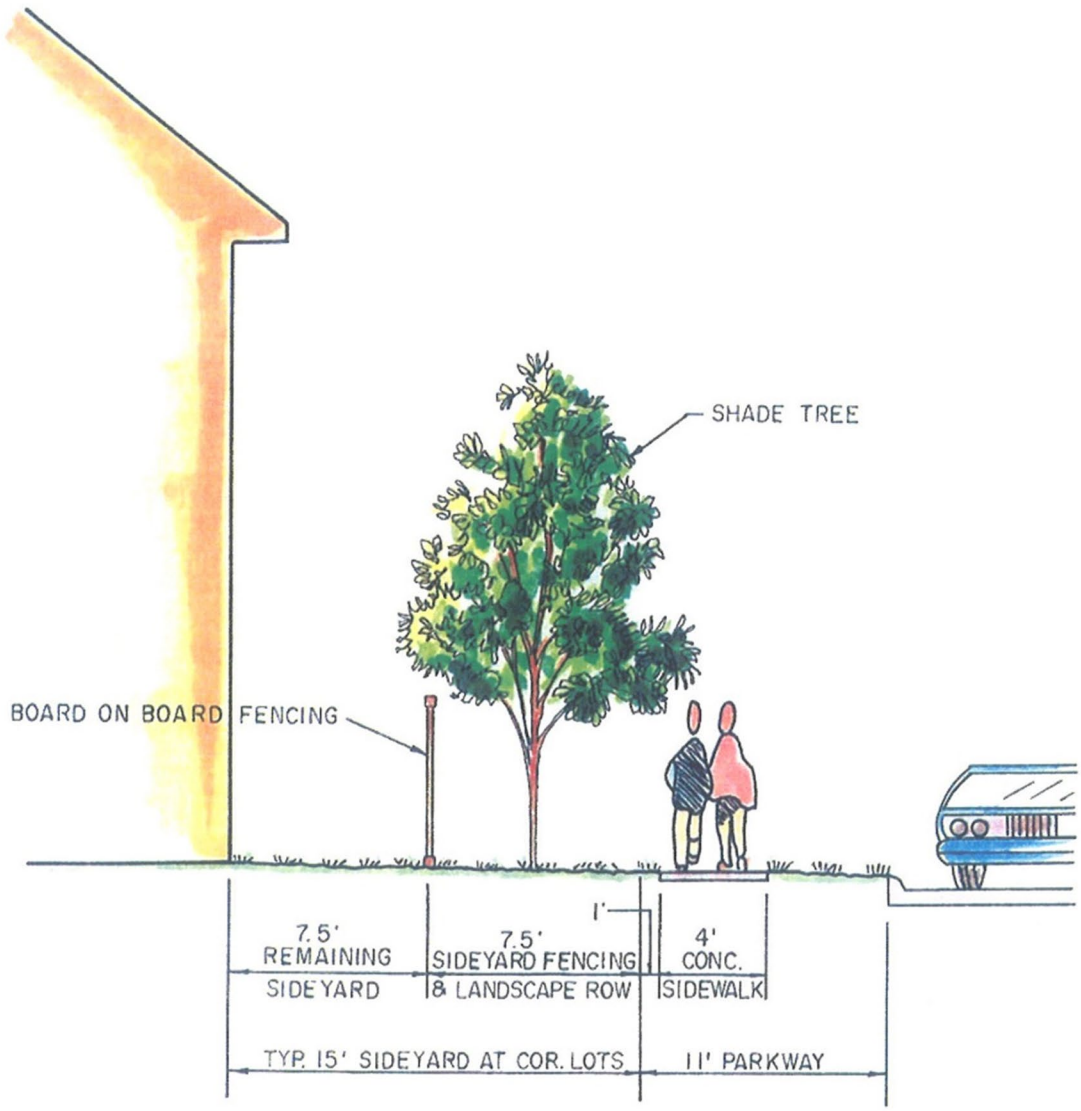
Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Exhibit E
Trails & Open Space Plan



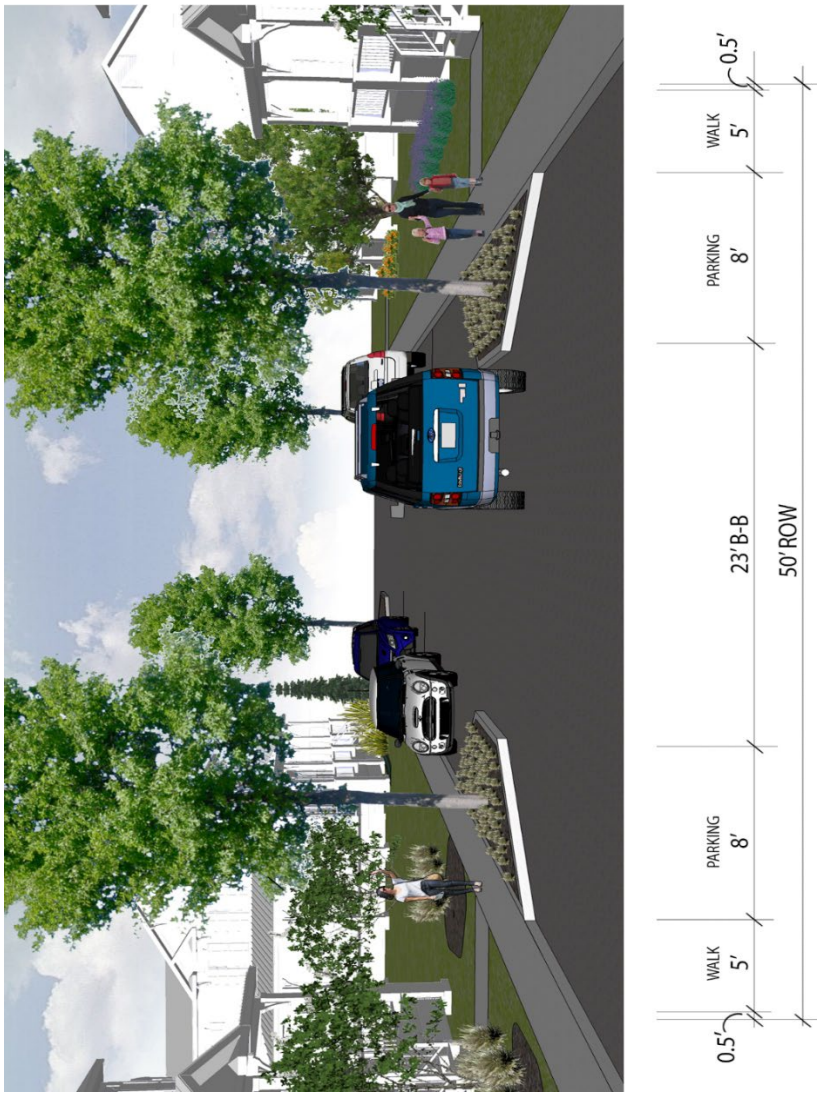
Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Exhibit F
Side yard Fencing & Landscape Detail



Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Exhibit G
Urban Street Section



Note: A maximum of three (3) consecutive parallel parking spaces shall be between street trees (shade) planted at a maximum spacing of 92-feet on center.

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Exhibit H
Development Regulations

CAMBRIDGE CROSSING

Planned Development Regulations

For approximately a 639 acre tract of land out of the F.D. Gary Survey, Abstract No. 360, the T. Staten Survey, Abstract No. 806, the I.C. Williamson Survey, Abstract No. 943, and the Richard Alderson Survey, Abstract No. 7, in the Celina's City Limits and Collin County, Texas**.** *(Please refer to Exhibits 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.)*

1.0 Purpose

The purpose of this Master Planned Development is to create a quality traditional neighborhood that promotes home, health, and community by providing opportunities for education and outdoor recreational activities for families who reside in this development. In addition, there will be a series of trails that connect the open spaces both developed and natural throughout the development. The Open Space areas shall consist of existing trees, proposed trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of limited neighborhood commercial services, mixed uses that would serve the community as well as multi-family uses that will support the non-residential uses.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, as exists or may be amended.

3.0 General Regulations

3.1 All regulations for Cambridge Crossing not redefined by this amendment 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.

3.2 Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. An application to amend this PD ordinance shall contain the signatures of all owners of the portions of the property within the PD that are the subject of the request for an amendment. The signature of all property owners with the PD boundaries is not required for amendments that are limited to a portion of the PD. A metes and bounds description and Neighborhood Exhibit for each neighborhood is provided herein; refer to Exhibit "B".

Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

A property owners association and/or Public Improvement District (PID) 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.

3.3 Except for Type 4 lots, all single-family detached and attached residences can be front-entry and have garage access from a dedicated public street; any garage door facing the street shall be recessed behind the front façade closest to the street. Type 4 lots shall be rear-entry.

3.4 The Concept Plan depicts two principal districts a "SF-R" and "R/O" district and Neighborhoods I–XI; refer to Exhibit "C" The maximum number of residential lots within the "SF-R" district (neighborhoods I-VI) shall be 2000; furthermore, the maximum number of Type 3 lots within the SF-R neighborhoods shall be 1000 or 55% within SF neighborhoods. Furthermore, there shall be a minimum of 10% Type 1 lots within the "SF-R" neighborhoods. Lastly, Type 4 lots are permitted within neighborhood VI of "SF-R" district; Type 4 lots shall be limited to a maximum of 10 % within the SF-R districts.

4.0 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, except as specifically prohibited. *(For a visual representation of the Concept Plan, refer to* Exhibit "C"*; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.)*.

4.1 Residential Area Regulations

4.11 General Area regulations: Neighborhood "I-VI" (+/- 390 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.

(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.

(c) The maximum lot coverage for conditioned space on a single-family lot Type 1-3 shall be sixty (60) percent and seventy (70) percent for Type 4 lots.

(d) Proposed school sites within SF-R district shall be zoned as single-family.

(e) The off-street residential parking requirement is two (2) enclosed vehicle spaces per dwelling unit that are located behind the front building line.

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

Type 1 Residential Lots:

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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-five (25) 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, except for key lots which side yard shall match the front yard of the adjacent lot.

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

4.13 **Type 2 Residential Lots:**

Minimum Lot Area: The minimum lot area shall be seventy- two 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 to living areas and a minimum twenty-one (21) feet to the face of the garage door.

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 (20) 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, except with a key lot, which side yard shall match the front yard of the adjacent lot.

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

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4.14 **Type 3 Residential Lots:**

Minimum Lot Area: The minimum lot area shall be six-thousand (6,000) 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-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be fifteen (15) feet to living areas and a minimum twenty-one (21) feet to the face of the garage door.

Minimum Front Setback for Garage Door: 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. On key lots, the corner side yard shall match the front yard setback of the adjacent lot.

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

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type 4 Residential Lots:

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 Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or seven (7) feet and three (3) 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 for the zero/ten side yard product. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be five (5) feet.

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Minimum Garage Door Set-back: There shall be a minimum of five (5) feet or twenty (20) feet to the garage door.

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

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

5.1 Non-Residential Area Regulations (Tracts VII, VIII, IX & X)

5.11 General Area Regulations

Zoning: except as amended herein, the zoning shall be MU-2 according to the City of Celina's Zoning Ordinance Section 14.03.000 as it exists or may be amended.

Definitions:
Multi-Family Urban (MFU): MFU is defined as apartment dwellings for lease that greater than three (3) stories in height with structured parking for its residents; this would also include stand-alone developments or developments with integrated commercial uses on the first floor.

Multi-Family Garden (MFG): MFG is defined as stand-alone apartment dwellings for lease that are three (3) stories or less with surface parking for its residents.

Open Space: A minimum fifteen (15) percent open space is required. Enhanced detention/retention areas may be included in the open space area calculations. All retention areas shall be equipped with a lighted fountain. All open space areas shall be enhanced with landscaping, benches, walkways, trails or other amenities as approved by the City. Stand-alone multi-family developments shall include a dedicated recreational area which includes a private pool and meeting facility.

Off-Street Parking Regulations: The parking and loading requirements shall adhere to those outlined in Article 14, Division 2 of the City of Celina Zoning Ordinance for non-residential parking ratios. Shared parking among non-residential users is permitted with an executed parking agreement between users. Parking standards may be amended with the preparation and subsequent acceptance by the City of a parking study that demonstrates how various uses can utilize the same parking on a daily basis.

5.12 Stacking: The minimum stacking to a parking area from a perimeter street shall be eighty (80) feet.

5.13 Connectivity: Each lot shall have a minimum of two (2) points of vehicular connectivity to either a public right-of-way or a shared access easement.

5.14 Permitted Uses: "P" means permitted by right; "C" means a Conditional Use Permit must be approved.

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Amusement park	C
Amusement ride	C
Amusement services (indoors)	P
Amusement services (outdoors)	P
Armed services recruiting center	P
Artist studio	P
Assisted living facility	P
Auto dealer (new and used)	C
Auto laundry or carwash	P
Auto repair (major)	P
Auto repair (minor)	P
Auto supply store for new & rebuilt parts	P
Bakery or confectionery (retail)	P
Bank/credit unions	P
Bed & breakfast inn	P
Caretaker's/guard's residence	C
Carnival	C
Child day care (business)	P
Church/place of worship	P
Club, private (class I & II)	C
Community home	C
Concrete or asphalt batching plant (temporary)	C
Contractor's office/sales (with outside storage)	P
Convenience store (with or without gas sales)	C
Day camp for children	P
Drapery, blind or furniture upholstery shop	P
Extended stay hotels/motels (residence hotels)	P
Fair ground/exhibition area	C
Farmers market (public)	C
Feed & grain store	P
Food or grocery store	P
Home improvement center (lumber yard)	C

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Hotel (see regulations Celina's Zoning Ordinance)	P
Household appliance service and repair	P
Laundry/dry cleaning (drop off/pick up)	P
Medical facilities	P
Micro brewery	P
Mini-warehouse/self-storage	C
Motorcycle sales and repair	P
Municipal facility	P
Nursery (grown for commercial purposes)	C
Nursery (retail sales outdoors)	P
Nursing/convalescent home	P
Office center	P
Office warehouse	C
Offices (professional and general business)	P
Outdoor retail sales/commercial promotion	C
Parking lot structure, commercial (auto)	P
Pawn shop	P
Personal services shop	P
Pet and animal grooming shop	P
Propane sales (retail)	P
Rail Station	P
Recycling kiosk	P
Rehabilitation care facility	C
Rehabilitation care institutions	C
Restaurant (drive-in service)	P
Restaurant (with drive-through service)	P
Restaurant (with no drive-through service)	P
Retirement home/home for the aged	P
Seasonal business	C
Security quarters (live-in)	C
Studio for radio or television (without tower)	P
Telemarketing agency	C

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Temporary amusement rides	C
Temporary business	C
Theater or playhouse (indoor)	P
Tire dealer, with or without open storage	C

5.15 Prohibited Uses:

Tract VII.a-c, VIII.a-b, IX, X.a-b: single-family, sexually oriented business, check-cashing service, kiosks

Tract VII.b-c, VIII.a-b, X.a-b: multi-family

5.16 Use Limits: except as outlined below, there are no "use" restrictions except as those outlined by tract below:

VII.a Gross Land Use Limits:
Multi-family Urban: 50% or 11 acres

IX. Gross Land Use Limits
Multi-family Urban: 50% or 11 acres
Multi-family Garden: 100%

5.17 Density limits:

Type of Development	Density
Multi-family Urban (stand-alone)	30 du/ac
Multi-family Garden (stand-alone):	18 du/ac
Maximum floor area ratio (FAR) for buildings over three (3) stories is 7.0, including parking structures.	7.0 FAR
Maximum floor area ratio (FAR) for buildings three (3) stories or less is 2.75; including parking structures.	2.75 FAR

5.2 Special Area Regulations for Tract VII.a

5.21 Tract VII.a shall be developed with Urban development form, as follows:

5.22 Area and Yard requirements for:
Minimum Lot Area: the minimum lot size shall be five-thousand (5,000) square feet.

Minimum Lot Width: the minimum lot width shall be one-hundred (100) feet in width as measured along the front building line.

Minimum Front Yard: the minimum front yard shall be a minimum of twenty-five (25) feet for the Outer Loop, Huddleston, Punk Carter, Legacy Drive and the future collector; lots adjacent to the aforementioned public right-of-way shall have two

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front yards. Internal right-of-ways created for the benefit of the development shall have a minimum ten (10) foot front build-to line for pedestrian traffic.

Minimum Rear Yard: the minimum rear yard shall be eight (8) feet, except when adjacent to single-family it shall be a minimum of forty (40) feet. Structures (whether a building or a parking facility) that are greater in height than forty (40) feet shall be set back from single-family lot lines an additional 1 foot for each foot of height over forty (40) feet (1:1).

Minimum Side Yard: the minimum side yard may be zero, except where buildings are separated, then there shall be a minimum of ten (10) feet separation to meet the City's current fire code requirements. Structures (whether a building or a parking facility) that are greater in height than forty (40) feet shall be set back from single-family lot lines an additional 1 foot for each foot of height over forty (40) feet (1:1).

Maximum Building Height: unlimited

5.23 Parking Regulations. Parking for multi-family urban shall be as follows:

Efficiency and one bedroom units	1.25 spaces per unit, rounded up
2 bedroom units	2 spaces per unit
3 bedroom units	2.25 spaces per unit, rounded up
4+ bedroom units	3 spaces per unit

Parking totals may be reduces with the preparation and subsequent acceptance by the City of a parking study that demonstrates shared parking opportunities. The parking ratio shall be considered as part of the General Development Plan.

5.3 Special Area Regulations for Tract IX

5.31 Tract IX may be developed with Urban development form (see Section 4.3, above) or with Garden Style development form, as follows:

5.32 Area and Yard Requirements:
Minimum Lot Area: the minimum lot size shall be five-thousand (5,000) square feet.

Minimum Lot Width: the minimum lot width shall be one-hundred (100) feet in width as measured along the front building line.

Minimum Front Yard: the minimum front yard shall be a minimum of twenty-five (25) feet for Punk Carter Parkway. Internal right-of-ways created for the benefit of the development shall have a minimum fifteen (15) foot front yard.

Minimum Rear Yard: the minimum rear yard shall be eight (8) feet, except when adjacent to single-family it shall be a minimum of forty (40) feet. Structures (whether a building or parking facilities) that are greater in height than forty (40) feet shall be set back from single-family lot lines an additional 1 foot for each foot of height over forty (40) feet (1:1).

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Minimum Side Yard: the minimum side yard may be zero, except where buildings are separated, then there shall be a minimum of ten (10) feet separation to meet the City's current fire code requirements. Structures (whether a building or a parking facility) that are greater in height than forty (40) feet shall be set back from single-family lot lines an additional 1 foot for each foot of height over forty (40) feet (1:1).

Maximum Building Height: Unlimited

5.33 Parking Regulations. Parking for multi-family garden shall be as follows:

Efficiency and one bedroom units	1.5 spaces per unit, rounded up
2 bedroom units	2.0 spaces per unit
3 bedroom units	2.5 spaces per unit, rounded up
4+ bedroom units	3.0 spaces per unit

6.0 Special Area Regulations for Tracts VII.b-c, VIII.a-b, IX & X.a-b

6.1 No single family or multi-family development is permitted within these tracts.

6.2 Area and Yard Requirements:

Minimum Lot Area: the minimum lot size shall be thirty-two thousand (32,000) square feet.

Minimum Lot Width: the minimum lot width shall be one-hundred (100) feet in width as measured along the front building line.

Minimum Front Yard: the minimum front yard shall be a minimum of twenty-five (25) feet for the Outer Loop, Huddleston, and the future collector; lots adjacent to the aforementioned public right-of-way shall have two front yards. Internal right-of-ways created for the benefit of the development shall have a minimum five (5) foot front yard with the attached street section.

Minimum Rear Yard: the minimum rear yard shall be eight (8) feet, except when adjacent to single-family it shall be a minimum of forty (40) feet.
Minimum Side Yard: the minimum side yard may be eight (8)

Maximum Building Height: unlimited, except where contiguous to single-family lot the building height shall be limited to a 1:1 ratio measured from the adjacent single-family lot line to the non-residential building.

7.0 Parking Regulations

Residential: For lots fifty (50) feet or wider, the minimum off-street parking requirement for single family residences is two (2) enclosed and two (2) driveway spaces for vehicles per dwelling unit that are located behind the front building line. For lots less than fifty (50) feet in width, an Urban Street Section is required; please refer to Exhibit "G".

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8.0 Building Regulations

8.1 Exterior Building Façade for single-family residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Celina Code of Ordinances except as herein amended:

(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 facing a public street shall also be one-hundred (100) percent masonry; side and rear elevations not facing a public street shall not be less than fifty (50) percent masonry for each façade, 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 and located on the same 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 and in all cases shall be behind the front facade. Garage doors for rear-entry lots shall be a minimum of five (5) feet or twenty (20) feet.

(d) The primary roof pitch for Type 1 - Type 2 shall not be less than 8:12 except for porches or Mediterranean style dwellings.

(e) The primary roof pitch for Type 3-4 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 the future East/West Arterial/Thoroughfare Punk Carter Parkway, Legacy Drive, Outer Loop, and the Huddleston Drive 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.

8.2 Exterior Building Façade of Accessory Structures:

(a) Accessory structures shall be constructed of complementary material to the associated residence and the general architecture of the development and shall be approved by the ACC prior to applying for a construction permit with the city.

(b) Accessory structures 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.

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9.0 Screening Regulations

9.1 General Screening *(For a visual representation of the Enhanced Paving & Screening, refer to Exhibit D)*:

(a) Chain Link Fence is prohibited.

(b) The following items shall be screened from the public street:

1. Clothes lines or drying racks
2. Yard maintenance equipment
3. Garbage and refuse containers, except on collection day
4. Wood piles and compost piles\
5. Accessory structures, such as dog houses, gazebos, storage sheds and green houses
6. Roof mounted TV antennas or dishes
7. Pool equipment

9.2 Thoroughfare screening regulations (refer to the Enhanced Paving and Screening Plan found in Exhibit D):

(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 Outer Loop bisecting the tract, Huddleston Drive, and Punk Carter Parkway located generally along the south line of the subject tract. All screening walls shall be constructed in conjunction with the associated residential phase.

1. A masonry (stone or brick) or thin wall is required for lots backing and siding to the Outer Loop, Huddleston Drive, CR 51 or Punk Carter Parkway.
2. Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way.

(b) Screening Fences shall be as follows:

1. For lots backing or siding to any major or minor arterial, 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.
2. For open ended cul-de-sac's adjacent to Huddleston Drive, East/West Arterial/Thoroughfare, CR 51 or the Punk Carter Parkway 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 of open ended cul-de-sac's to the proposed thoroughfares is required.
3. For open ended cul-de-sac adjacent to a collector, 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

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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 the future East/West Arterial/Thoroughfare, Huddleston Drive, and Punk Carter Parkway.
6. The Sub-division name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

9.3 Open Space screening regulations:

The rear yards of all single-family residences which back or side to an open space shall have a 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.

9.4 Builder's Side Yard screening regulations:

The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Exhibit "F".

10.0 Landscape & Irrigation Regulations

10.1 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 1-3: There shall be a minimum of six (6) total diameter inches of shade or ornamental trees planted for each residential lot; however, at least fifty (50) percent of the trees shall be shade trees in the front yard.

Type 4-5: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

Shrubs:
Type 1: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type 2 - Type 3: There shall be a minimum of ten (10) 3-gallon shrubs across the front of the house.

Type 4-5: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

11.0 Open Space Regulations

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11.1 General *(For a visual representation of the Trail and Open Space plan, refer to* Exhibit "E".)

(a) All HOA parks, floodplain, and open space areas are open to the public and shall count toward open space requirements.

(b) All open space areas and detention areas shall count toward open space requirements and be owned and maintained by the HOA/District. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices.

(c) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain;

(d) A minimum six (6) foot city trail shall be constructed as generally depicted along on the Trail and Open Space plan.

(e) A minimum of fifteen (15) percent of the Creek frontage shall remain open and accessible from a street;

(f) All open space areas shall have a slope not greater than 4:1, unless they are naturally existing or structurally supported.

(g) On the opposite side of the street from a six (6) foot trail a four (4) foot walk shall be provided. 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.

11.2 Open Space Area Specifics for Concept Plan:

Area A: shall include monument signage, screening wall, and entry monument, a minimum six (6) foot concrete trail, a divided entry, open space areas and associated landscaping and irrigation.

Area B: shall include a minimum six (6) foot concrete trail, signage, screening wall, monuments, an average of a ten (10) foot landscape buffer along the north side of Punk Carter Parkway and along the south side of Punk Carter Parkway where it bi-sects the subject tract. The buffer shall include landscaping and irrigation.

Area C: Shall include a private amenity center, swimming pool/s, playground equipment, a six (6) foot concrete trail, and associated landscaping and irrigation.

Area D: Shall include detention/retention water feature with lighted fountain or bubbler, a minimum 6-foot concrete trail, and associated landscaping and irrigation. The final location and size of detention/retention facilities are subject to future engineering design.

Area E: Shall include an 8-foot concrete trail and associated landscaping and irrigation.

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Area F: Shall include an 8-foot concrete trail and associated landscaping and irrigation.

Area G: This area is located outside the designated right-of-way on either side of an internal collector. It shall be an average of eight (8) foot wide landscape buffer with shade trees planted on an average of fifty (50) 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 within one side of this landscape buffer shall be a meandering six (6) foot concrete trail.

Area H: This area is located outside the right-of-way line of Huddleston Drive. The buffer shall be an average of ten (10) feet where adjacent to single-family and a minimum fifteen (15) feet in width where adjacent to non-residential. Shade trees shall be planted at an average of fifty (50) 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.

Area I: A minimum six (6) foot masonry wall and a minimum six (6) foot landscape buffer and associated landscaping and irrigation is required along the south right-of-way line of the future collector.

Area J: This area is located outside the right-of-way line of the extension of CR 51. The buffer shall be an average of ten (10) feet where adjacent to single-family and a minimum fifteen (15) feet in width where adjacent to non-residential. Shade trees shall be planted at an average of fifty (50) 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. In addition, where single-family backs to said collector, a minimum six (6) foot masonry wall shall be constructed.

Area K: The area is located outside of the designated right-of-way and on either side of the East-West Arterial/Thoroughfare. It shall be an average of twenty-five (25) feet wide landscape buffer where adjacent to single-family and a minimum of fifteen (15) where adjacent to non-residential uses. This area shall include shade trees planted on an average of fifty (50) 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. Also within the landscape buffer shall be a meandering six (6) foot concrete trail. In addition, where single-family backs or sides to said arterial/thoroughfare, a minimum six (6) foot masonry wall shall be constructed.

12.0 Subdivision Regulations

12.1 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 (1200) feet for Type 1-2 lots and twelve hundred twenty (1220) feet for Type 3 lots. Exceptions to the block length requirement may be granted for special circumstances or

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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.

(a) Cul-de-Sac Length and Diameter – The maximum cul-de-sac length is six-hundred (600) feet or as approved by the City. The bulb right-of-way radius shall be a minimum of fifty (50) feet and the paving radius shall be a minimum of 40.5-feet.

(b) Center-line Radii – The minimum center-line radius for a minor arterial shall be one-thousand (1000) feet or as approved by the City; the minimum center-line radius for Minor Collector 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.

(c) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet.

(d) Huddleston Drive – The Huddleston Drive shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City. The Developer/District will be responsible for dedicating their half of the right-of-way and constructing a maximum of two (2) 12- foot lanes within each half of right-of-way dedicated; if the Developer/District owns both sides of future right-of-way then they will dedicate both halves and construct two (2) 12-foot lanes in each direction within the right-of-way dedicated for each phase. In addition, the construction of left turn lanes at each of the median openings illustrated on the Concept Plan that are related to the residential neighborhoods shall be constructed. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

(e) Legacy Drive – Legacy Drive 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 be responsible for constructing a maximum of two (2) twelve (12) foot lanes in north bound direction and the construction of left turn lanes for eastbound traffic at each of the median openings illustrated on the Concept Plan that are related to the development of neighborhoods IX –XI shall be constructed. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

(f) Punk Carter Parkway – Punk Carter 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 dedicating their half of the right-of-way and constructing a maximum of two (2) twelve (12) foot lanes within their half of the right-of-way dedicated. In addition, the Developer/District shall construct left turn lanes at each of the median openings illustrated on the Concept Plan that are related to the

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residential neighborhoods shall be constructed. If the Developer/District owns both sides of the future right-of-way then they will dedicate both halves of the right-of-way and construct two (2) 12-foot lanes in each direction with the right-of-way dedicated for each phase. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

(g) East-West Arterial/Thoroughfare – It is anticipated that right-of-way dedications for a thoroughfare/ major arterial will be required to connect FM 428 and the future Outer Loop east of the North Dallas Tollway through the subject tract. The Concept Plan illustrates a plan that could accommodate a future extension of an Outer Loop (500 -foot right-of-way and one-hundred (100) foot landscape buffer) should the County Commissioners decide to acquire the right-of-way from the Developer/District or an East-West Thoroughfare (120 foot right-of-way with a 40-foot landscape buffer generally depicted on the Master Thoroughfare plan.

(h) Turn Lanes – Turn lanes shall provide one-hundred (100) foot of stacking and one-hundred (100) foot of transition. Left turn and/or deceleration lanes, along with and any associated right-of-way, shall be constructed as required by the TIA or as required by the City's Director of Engineering at platting.

(i) Tree Surveys - Tree surveys required as a part of the General Development Plan GDP shall be submitted at the time of Construction Plat application.

12.2 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.
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; roll-over curbs are permitted in all neighborhoods.
2. Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one (100) feet.
3. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
4. 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.
5. Trails – the trails shall be six (6) feet wide and shall serpentine within the parkway and associated landscape buffer, where

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applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.

6. Curb Return Radii – the curb radii for Major Arterial shall be thirty-five (35) feet; the curb radii for Minor Arterial/Collectors shall be twenty-five (25) feet; and the curb radii for residential streets shall be twenty (20) feet.
7. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6; the run-off co-efficient for commercial shall be 0.9.
8. 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.
9. 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) General Storm Sewer Requirements

1. Storm Inlets – all storm inlets shall be standard non-recessed inlet and shall be either five (5), six (6), eight (8), ten (10), twelve (12), or fourteen (14) feet in length. Any inlet in a sag shall not be less than ten (10) feet.
2. Hydraulic Grade Line – the 100-yr HGL shall not be less than one (1) foot below the top-of-curb.

(d) 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. Manholes – sewer mains shall have a four (4) foot diameter manhole every four-hundred (400) feet or less and (4) foot diameter manhole every three (300) feet or less for mains along a curve. Manholes shall have a five (5) foot diameter minimum for depths exceeding fifteen (15) feet or for sewer lines fifteen (15) to twenty-seven (27) inches in diameter. Manholes shall be six (6) foot diameter minimum for sewer lines greater than twenty-seven (27) inches in diameter.
6. Services – all residential sewer services shall be four (4) inches in diameter, located per the City's utility placement details and extended ten (10) feet beyond the right-of-way; each lot shall have its own service.

(e) Domestic Water

1. Minimum Size – the minimum water main size shall be eight (8) inches.

Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located per the City's utility placement details; each lot shall have its own service and meter box.
3. Fire Hydrants – a fire hydrant shall be located every five-hundred (500) feet along the water main and placed a minimum of three (3) feet behind the back-of-curb.
4. Valves – Valve spacing shall not exceed 600-feet in residential districts and 500-feet for all other districts on mains that are 12-inches or larger in diameter. No more than one (1) fire hydrant shall be shut off with any line segment.
5. Water Line Testing – all water lines shall sustain a pressure test of two-hundred (200) psi for three (3) hours prior to acceptance.
6. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

(f) 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.
2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways, with a twenty-five (25) foot tangent measured from the back of curb, unless otherwise approved by the City Engineer.

Attachment: Draft Ordinance (Cambridge PD – Planned Development Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

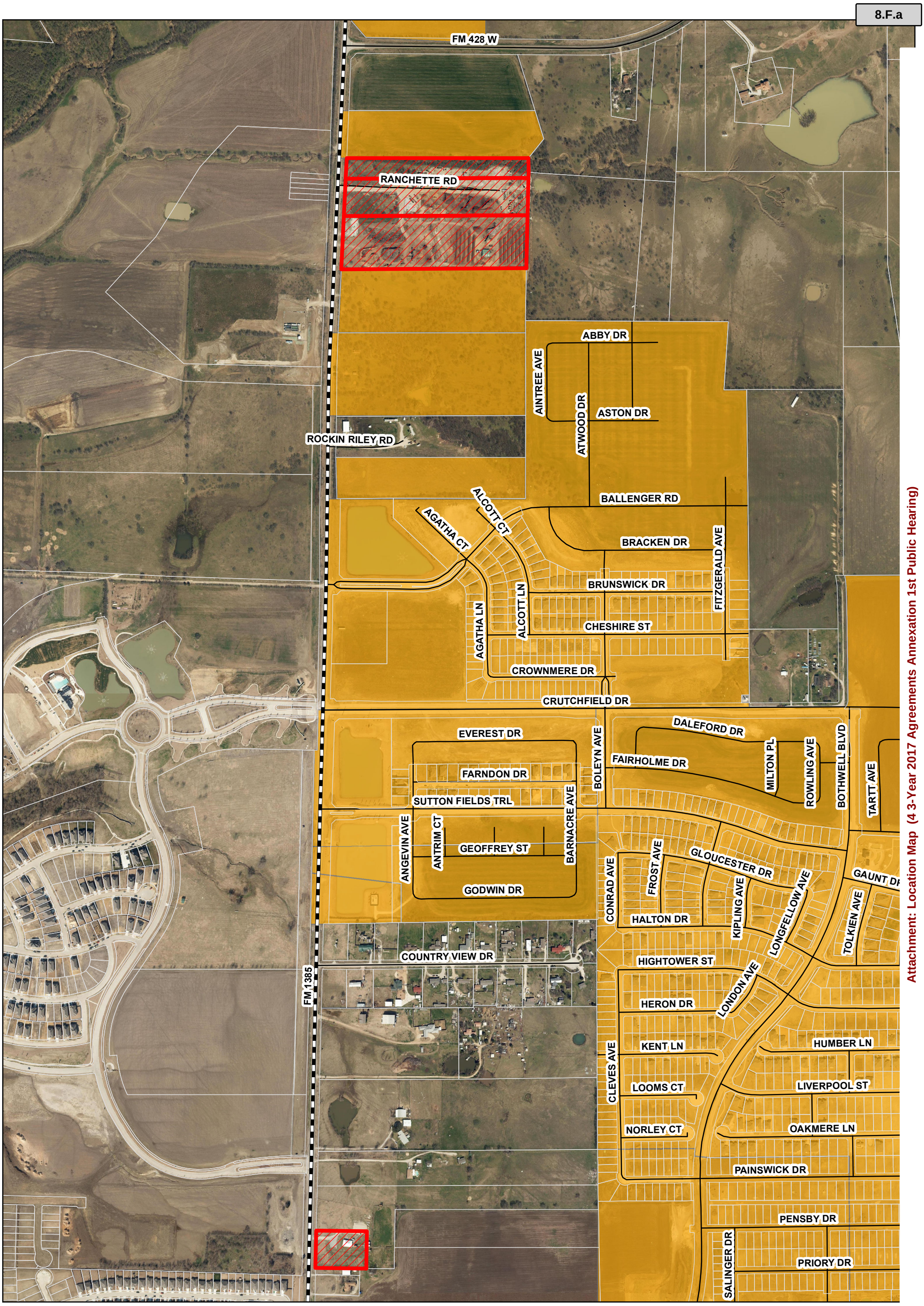
To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	4 3-Year 2017 Agreements Annexation 1st Public Hearing

Action Requested:
The Celina City Council will conduct the first of two public hearings on the annexation of approximately 23 acres generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements Annexation 1st Public Hearing) (Mohan)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation

Staff Recommendation:
NA



Attachment: Location Map (4 3-Year 2017 Agreements Annexation 1st Public Hearing)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit
City of Celina

Date: 9/30/2020

Legend

- Ultimate Boundary
- Properties
- Parcels
- Roads
- City Limits

N W E S

0 550 1,100 Feet

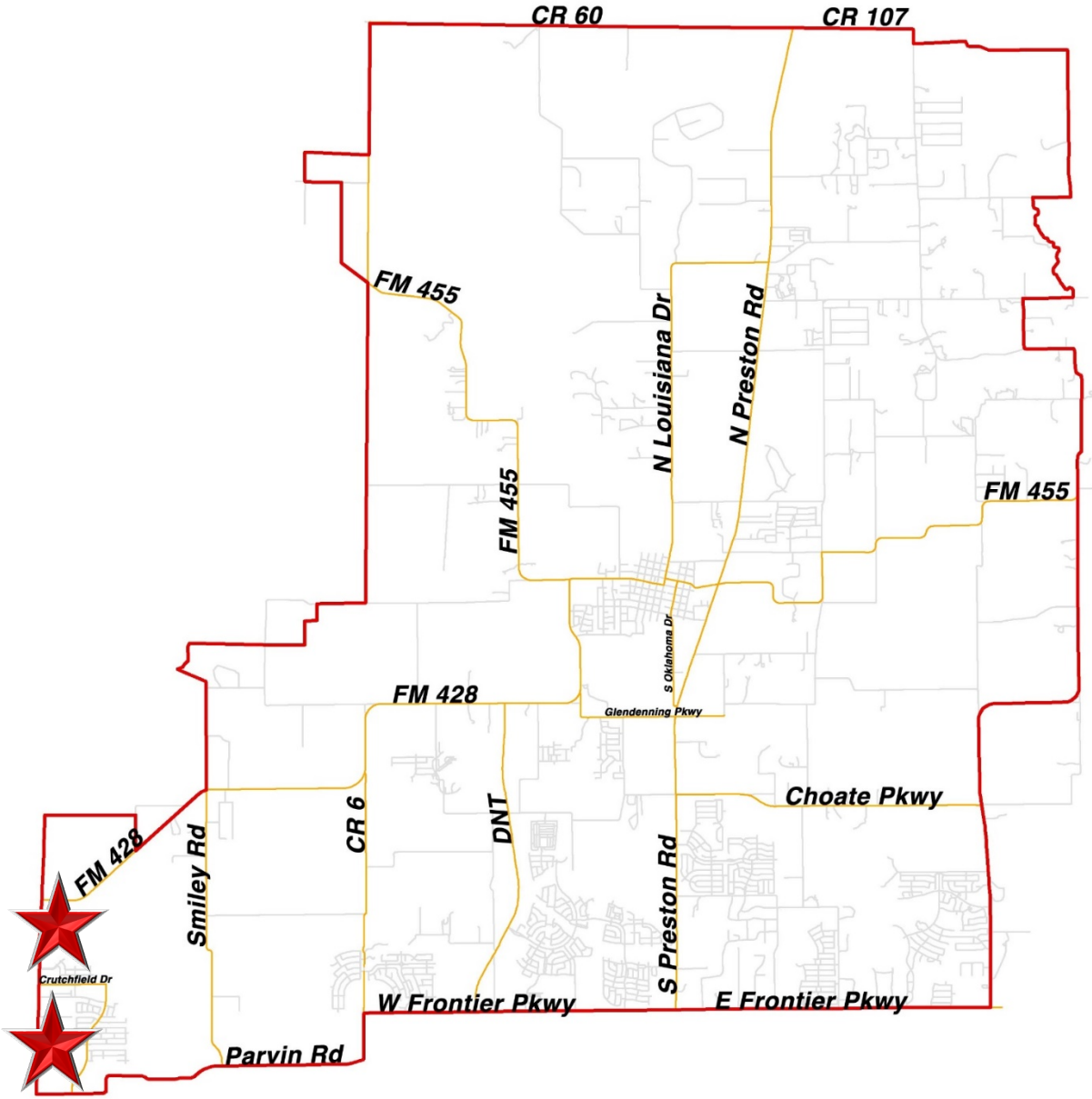
(4) 3-Year Agreements

Annexation

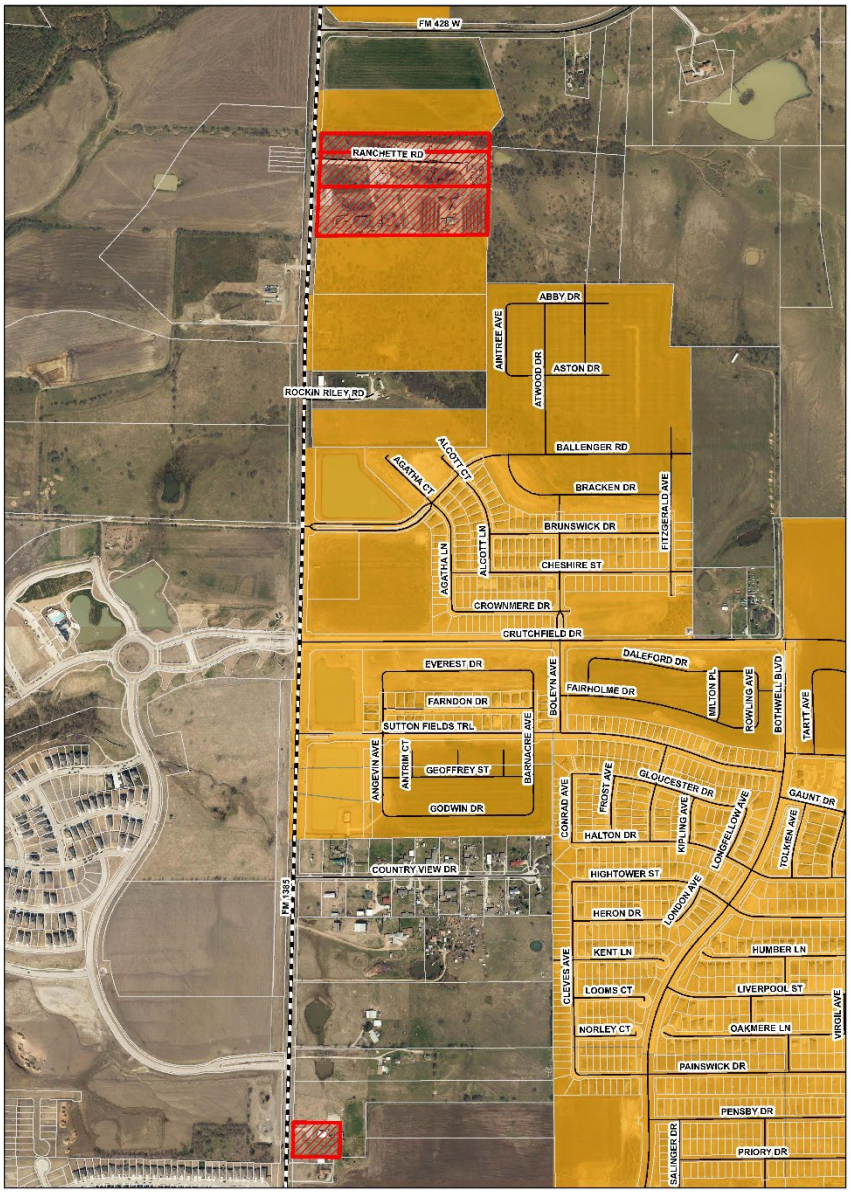
City Council

January 12, 2021

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 1st Public Hearing)



Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 1st Public Hearing)



Location Map

The subject property is generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road.

No residential homes exist on these properties.

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 1st Public Hearing)

Background

- The annexation is for four properties totaling 23 acres
- All properties had signed a 3-year pre-annexation agreement in 2017, which is now expiring
- A City initiated zoning to Commercial (C) district will be concurrently considered on the same agenda as the annexation ordinance is considered for adoption

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 1st Public Hearing)

Annexation Schedule

- ~~December 8, 2020 – City Council acted upon the resolution and set the public hearing dates~~
- January 12, 2021 – 1st Public Hearing
- February 9, 2021 – 2nd Public Hearing and adoption of the annexation ordinance (and accompanying zoning)

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 1st Public Hearing)

Recommendation

- Staff recommends approval as presented

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 1st Public Hearing)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: 20-04 Annexation Second Public Hearing

Action Requested:
The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-04 Annexation Second Public Hearing) (Mohan)

1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin

County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,

9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,

10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest comer of said called 586.196 acre tract, and being the southwest comer of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast comer of the herein described tract;

THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for comer, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly rightof-way line of said Farm Road No. 428 as follows:

South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for comer;

South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;

South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;

South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";

continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for comer;

North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;

North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:

North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;

North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;

North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;

North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;

North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;

North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;

North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;

North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;

North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;

North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

Background:

Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:
NA

Voluntary Petition: 246.54
Potential Annexations: 245.28

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN and the GIS User Community

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 12/3/2020

Legend

- Ultimate Boundary
- Potential Annexations
- Voluntary Petition

N
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S

0 5,000 10,000 Feet

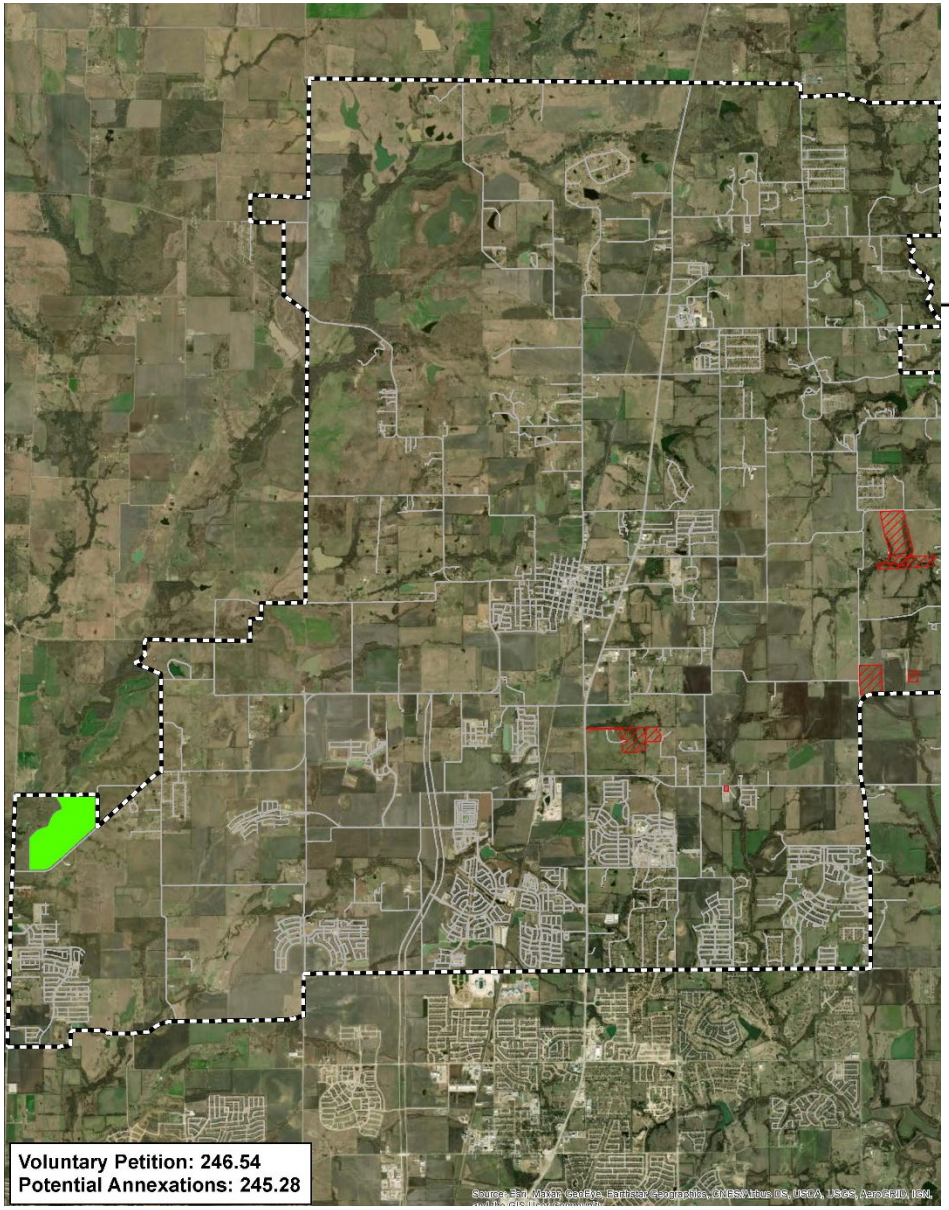
Annexation 20-04

City Council

January 12, 2021

Attachment: Staff Presentation (20-04 Annexation Second Public Hearing)

Annexation Map



Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations

Attachment: Staff Presentation (20-04 Annexation Second Public Hearing)

Annexation Timeline

- ~~June 9, 2020 – Annexation Resolution~~
- ~~July 14, 2020 – 1st Public Hearing~~
- ~~December 8, 2020 – Petition Verification~~
- January 12, 2021 – 2nd Public Hearing
- February 9, 2021 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (20-04 Annexation Second Public Hearing)

Recommendation

- Staff recommends approval

Attachment: Staff Presentation (20-04 Annexation Second Public Hearing)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: Edgewood Creek Phase #1- PID Levy

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

Background Information:
Refer to the attached ordinance for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

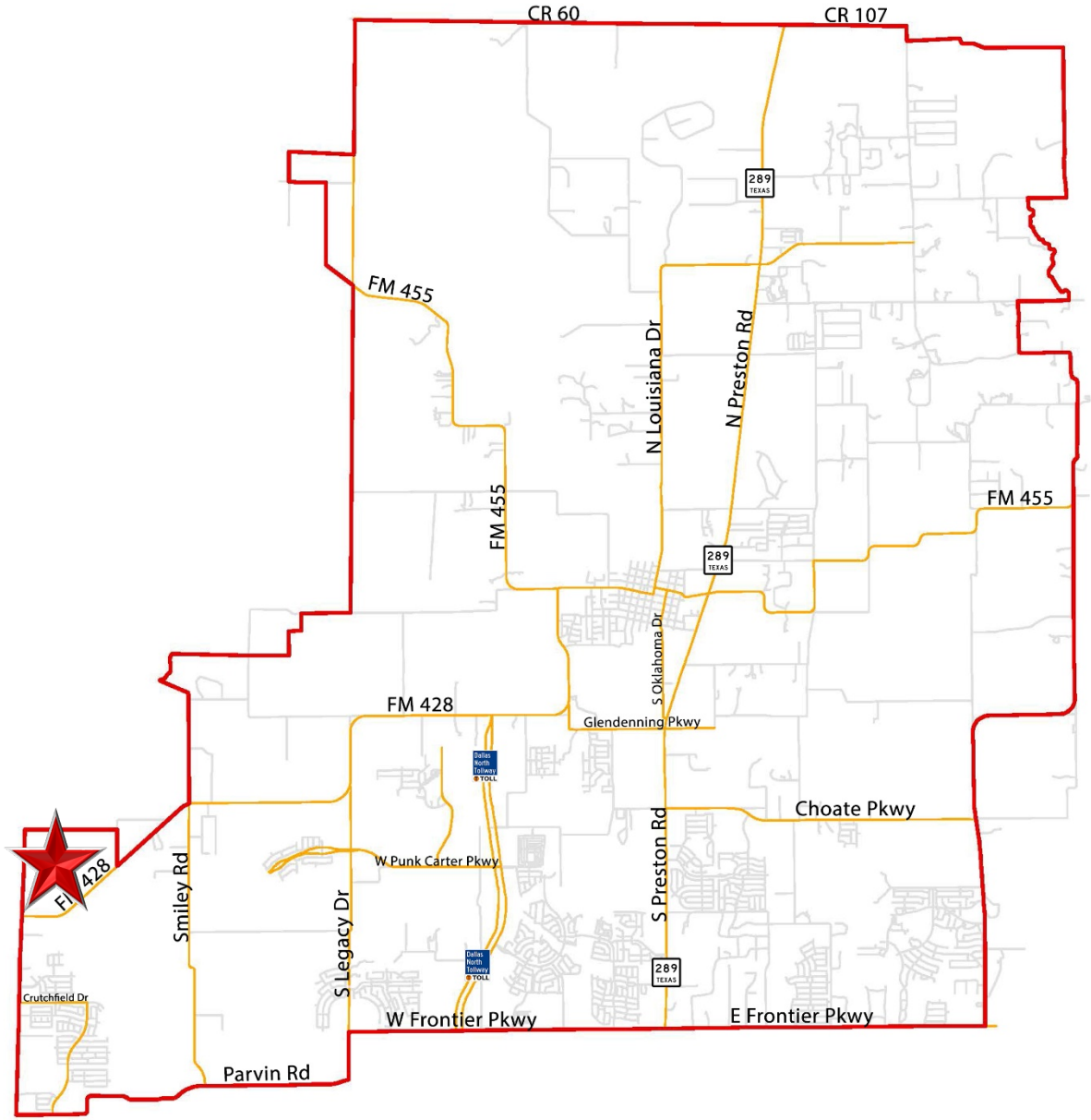
Edgewood Creek Phase #1

PID Assessment Levy - Public Hearing

City Council

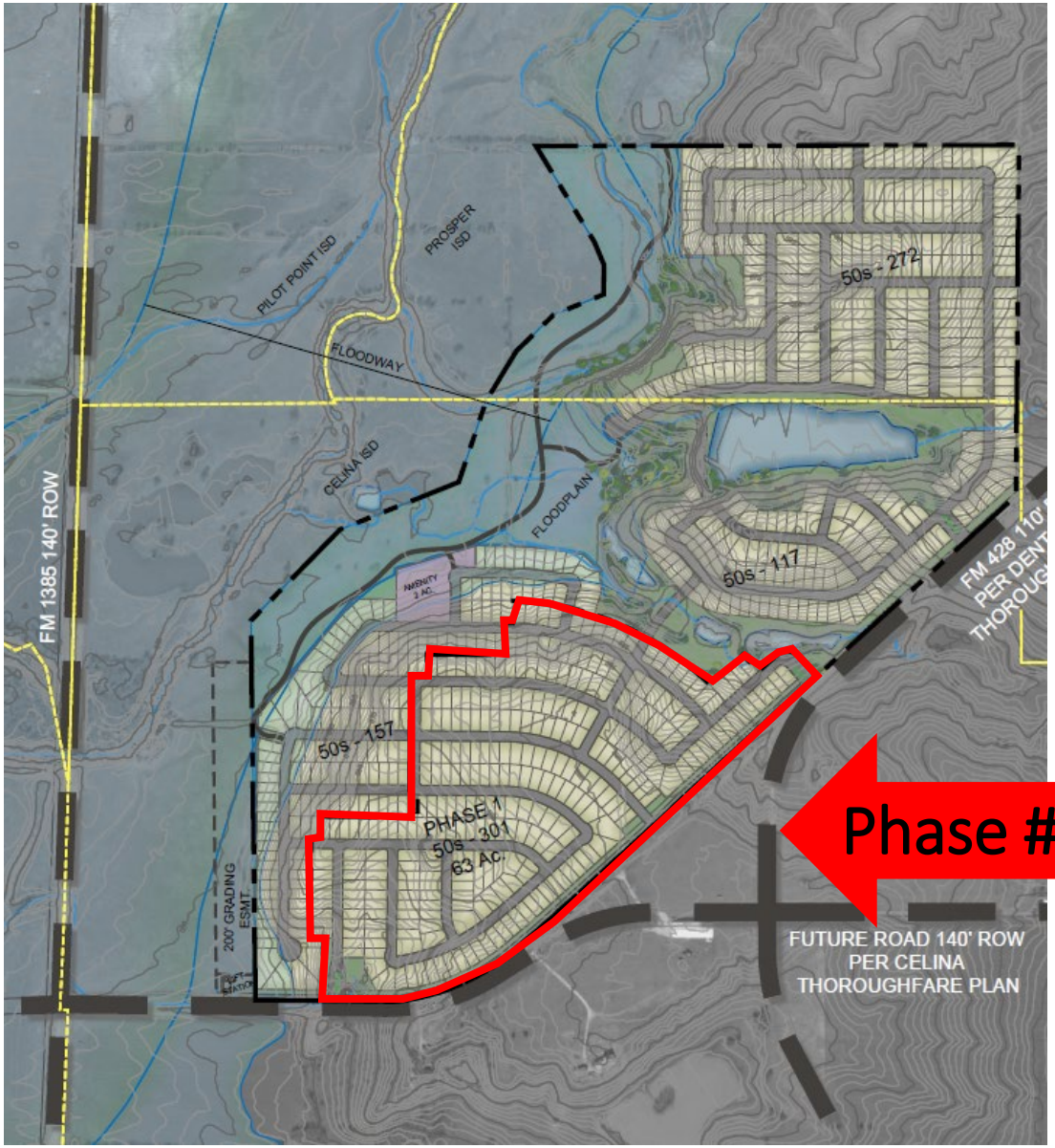
January 12, 2021

Attachment: Staff Presentation (Edgewood Creek Phase #1- PID Levy)



Attachment: Staff Presentation (Edgewood Creek Phase #1- PID Levy)

Phasing Exhibit



Attachment: Staff Presentation (Edgewood Creek Phase #1- PID Levy)

PID Overview

- 301 lots
- Estimated Improvement cost: $9.2M
- Estimated PID assessment amount: $8 M

Attachment: Staff Presentation (Edgewood Creek Phase #1- PID Levy)

PID Assessment

Assessment per Lot	
50’ Lot	$30,528

Attachment: Staff Presentation (Edgewood Creek Phase #1- PID Levy)

Phase #1 PID Timeline

- ~~April 14, 2020 – PID Petition Acceptance~~
- ~~May 12, 2020 – PID Creation Resolution~~
- ~~December 12, 2020 – Pre-SAP Resolution~~
- January 12, 2021– SAP/Levy Ordinance
- January 12, 2021 – Bond Authorization

Attachment: Staff Presentation (Edgewood Creek Phase #1- PID Levy)

Recommendation

- Staff recommends approval as presented

Attachment: Staff Presentation (Edgewood Creek Phase #1- PID Levy)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #1 ASSESSMENT ROLL FOR THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #1 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2020 a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Denton Central Appraisal District, and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on May 12, 2020, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-33R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Edgewood Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on December 8, 2020, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #1 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Phase #1 of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Phase #1 of the District and make

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Phase #1 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on December 10, 2020 the City Secretary filed the Phase #1 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on December 21, 2020 in *The Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on January 12, 2021, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #1 Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the estimated costs of the Authorized Improvements to be undertaken for the benefit of the Phase #1 Assessed Property (the "Phase #1 Projects"), the purposes of the Assessments, the special benefits of the Phase #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Phase #1 Assessment Roll and the Edgewood Creek Public Improvement District Service and Assessment Plan, dated January 12, 2021, in a form substantially similar to the attached ***Exhibit A,*** which final form shall be approved by the City Manager and the City's land use attorney (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix F (the "Phase #1 Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #1 Projects (as described in the Service and Assessment Plan), the Phase #1 Assessment Roll, or the levy of the Assessments against the Phase #1 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

and acceptance of the Service and Assessment Plan, approval of the Phase #1 Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Phase #1 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the estimated costs of the Phase #1 Projects and the Administrative Expenses (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Phase #1 Assessed Property will receive from the construction of the Phase #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Phase #1 Projects*;*

(c) The Service and Assessment Plan apportions the estimated costs of the Phase #1 Projects to be assessed against the Phase #1 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #1 Projects;

(d) All of the real property in Phase #1 of the District which is being assessed in the amounts shown in the Phase #1 Assessment Roll will be benefited by the Phase #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #1 Assessed Property will receive special benefits in each year equal to or greater than each annual Assessment against such property and will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the estimated costs of Phase #1 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

imposing equal shares of the estimated costs of the Phase #1 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the estimated costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phase #1 Assessment Roll should be approved as Phase #1 Assessment Roll for the Phase #1 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #1 Assessment Roll.

The Phase #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #1 Assessment Roll of the District.

Section 5. Levy and Payment of Assessments for Estimated Costs of the Phase #1 Projects.

(a) The City Council hereby levies an assessment on each parcel of Phase #1 Assessed Property (excluding Non-Benefitted Property, as described in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Phase #1 Assessment Roll, in the respective amounts shown on the Phase #1 Assessment Roll, as a special assessment on the properties set forth in the Phase #1 Assessment Roll.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Phase #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #1 Projects and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #1 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Denton County Tax Assessor/Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Phase #1 Assessment Roll, to be recorded in the real property records of Denton County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

PASSED AND ADOPTED, this the 12th day of January, 2021.

CITY OF CELINA, TEXAS

_____
Mayor Pro Tem

ATTEST:

_____
City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Chad Anderson and Vicki Tarrant, Mayor Pro Tem and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

January 12, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

EDGEWOOD CREEK
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On May 12, 2020 (the "Creation Date") the City Council (the "City Council") of the City of Celina, Texas (the "City") passed and approved Resolution No. 2020-33R approving and authorizing the creation of the Edgewood Creek Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district (the "Authorized Improvements"), all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be constructed for the benefit of that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Edgewood Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are included as Appendix E and Appendix F of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix E and Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Assessment Ordinance" means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

"Assessment Roll" means, as applicable, the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**Delinquent Collection Costs"** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Development Agreement" means that certain "Development Agreement (Edgewood Creek)" by and between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, and related to the Property effective October 8, 2020, as assigned to the Developer, and as the same may be amended from time to time.

"Developer" means MM Edgewood Creek, LLC, a Texas limited liability company.

"**Future Phases**" means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Denton County, Texas.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" or "MI" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County.

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

"Phase #1" means the initial Phase to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Projects is levied.

"**Phases #1 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Projects.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix F**,** as updated, modified or amended from time to time in accordance with the

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1 an Assessment per unit for Phase #1 Improvements not to exceed $30,528.24.

"**Phase #1 Projects**" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements .

"**Phase #1 Improvements**" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

"Phase #1 Reimbursement Agreement" means that certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement expected to be dated by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase or in Phases. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase(s) in question.

"**Phases #2-3**" mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Phases #2-3 Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Phases #2-3 Major Improvement Maximum Assessment Per Unit" means for Phases #2-3 Major Improvements an Assessment per unit for Phases #2-3 Major Improvements not to exceed $6,694.14.

"**Phases #2-3 Major Improvements**" mean the pro rata portion of the Major Improvements allocable to Phases #2-3, which are described in Section III.

"**Phases #2-3 Major Improvement Assessment Revenues**" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-3 Assessed Property, or the Annual Installments thereof, for the Phase #2-3 Major Improvements.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

"Phases #2-3 Major Improvement Assessment Roll" means the document included in this Service and Assessment Plan as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-3 Major Improvement Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) that are secured primarily by Phases #2-3 Major Improvement Assessment Revenues.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"TIRZ No. 12" means the Tax Increment Reinvestment Zone No. 12, City of Celina, Texas.

"TIRZ Credit" means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI of this Service and Assessment Plan.

"**TIRZ Ordinance**" means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 12 Project Plan and Financing Plan (including amendments or supplements thereto).

"**TIRZ Revenues**" mean, for each year, the amounts paid by the City from the TIRZ No. 12 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI of this Service and Assessment Plan.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 246.54 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 847 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-Family - 50 Ft	847	Units
Total	**847**	**Units**

B. PROPERTY INCLUDED IN PHASE #1 AND PHASES #2-3

Phase #1 consists of approximately 63 acres and is projected to consist of 301 single family residential units, to be developed as Phase #1, as further described in Section III. Phases #2-3 consist of approximately 184 acres and are projected to consist of approximately 546 residential units. A map of the property within Phase #1 and Phases #2-3 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued for each new phase. In connection with the issuance of each new Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix E and Appendix F.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of lots. Each of Phase #1 and Phases #2-3 will be proportionally allocated the costs of the Major Improvements, as shown on Table III-A below.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Major Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to Mustang Special Utility District ("MSUD") and City standards and specifications and will be owned and operated by the MSUD.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks,

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Major Improvements consists of landscaping and hardscaping.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount	Phases #2-3 Allocated Amount
Road Improvements	$610,000	$216,777	$393,223
Water Improvements	$313,025	$111,240	$201,785
Sanitary Sewer Improvements	$303,800	$107,962	$195,838
Storm Drainage Improvements	$500,000	$177,686	$322,314
Landscaping & Retaining Walls	$1,111,788	$395,098	$716,690
Other Soft and Miscellaneous Costs	$1,163,232	$413,380	$749,852
Total Authorized Improvements	**$4,001,846**	**$1,422,144**	**$2,579,702**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount relating to Phase #1, and Phases #2-3 does not change.

C. DESCRIPTIONS OF PHASE #1 IMPROVEMENTS AND COSTS OF PHASE #1 PROJECTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the costs of the Major Improvements and the costs of the Phase #1 Improvements. The costs of the Phase #1 Projects are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Major Improvements that are a portion of the Phase #1 Projects can be found in Section III-B above.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Water Improvements

The water improvements portion of the Phase #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Phase #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and will be owned and operated by the MSUD.

Road Improvements

The road improvement portion of the Phase #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Phase #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-B
Estimated Phase #1 Project Costs

Authorized Improvements	Proportional Share of Major Improvements	Phase #1 Improvement Costs	Total
Road Improvements	$216,777	$2,068,568	$2,285,345
Water Improvements	$111,240	$549,505	$660,745
Sanitary Sewer Improvements	$107,962	$799,169	$907,131
Storm Drainage Improvements	$177,686	$779,297	$956,983
Landscaping & Retaining Walls	$395,098	$0	$395,098
Other Soft and Miscellaneous Costs	$413,380	$2,334,275	$2,747,655
Total Authorized Improvements	**$1,422,144**	**$6,530,815**	**$7,952,958**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

D. FUTURE PHASES

As Future Phases are developed and Phased PID Bonds are issued, this SAP will be amended to identify the specific Future Phase Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months to construct the Phase #2-3 Major Improvements and approximately 12 months for the Phase #1 Projects to be constructed. At some point after all or a portion of the Phase #2-3 Major Improvements and Phase #1 Projects are constructed, phase #2 will begin development. After phase #2 is developed, it is anticipated that phase #3 will begin development, with each Future Phase to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Actual Costs for Phases #2-3 Major Improvements plus costs related to the issuance of the Phases #2-3 Major Improvement Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $3,655,000 as shown in Table IV-A. The Actual Costs for Phase #1 Projects plus costs related to the issuance of the Phase #1 Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $9,189,000 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-C will be added for Phase #2, etc.).

The Phases #2-3 Major Improvement Bonds shown in Table IV-A are anticipated to be issued in 2021 and will be used to finance a portion of the costs of Phases #2-3 Major Improvements.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Table IV-A
Estimated Sources and Uses – Phases #2-3 Major Improvement Area

Sources of Funds	Phases #2-3 Major Improvement Bonds
Par amount	$3,655,000
Other funding sources	$0
Total Sources	**$3,655,000**
Uses of Funds	
Major Improvements:	
Road Improvements	$393,223
Water Improvements	$201,785
Sanitary Sewer Improvements	$195,838
Storm Drainage Improvements	$322,314
Landscaping & Retaining Walls	$716,690
Other Soft and Miscellaneous Costs	$749,852
Subtotal	*$2,579,702*
Bond Issuance Costs:	
Cost of Issuance	$249,023
Capitalized interest	$402,050
Reserve Fund	$279,575
Administrative Expense	$35,000
Underwriters Discount	$109,650
Subtotal	*$1,075,298*
Total Uses	**$3,655,000**

The Phase #1 Bonds are anticipated to be issued in 2021 and will be used to finance a portion of the costs of the Phase #1 Projects.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Table IV-B
Estimated Sources and Uses – Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount	$4,465,000	$4,724,000	$9,189,000
Other funding sources	$0	$0	$0
Total Sources	**$4,465,000**	**$4,724,000**	**$9,189,000**
Uses of Funds			
Major Improvements:			
Road Improvements	$88,013	$128,764	$216,777
Water Improvements	$45,164	$66,076	$111,240
Wastewater Improvements	$43,833	$64,129	$107,962
Storm Drainage Improvements	$72,142	$105,544	$177,686
Landscaping & Retaining Walls	$160,413	$234,685	$395,098
Other Soft and Miscellaneous Costs	$167,835	$245,545	$413,380
Subtotal	*$577,401*	*$844,743*	*$1,422,144*
Phase #1 Improvements:			
Roadway Improvements	$839,854	$1,228,714	$2,068,568
Water Improvements	$223,103	$326,402	$549,505
Wastewater Improvements	$324,469	$474,701	$799,169
Storm Drainage Improvements	$316,400	$462,897	$779,297
Other Soft and Miscellaneous Costs	$947,733	$1,386,543	$2,334,275
Subtotal	*$2,651,558*	*$3,879,257*	*$6,530,815*
Bond Issuance Costs:			
Cost of Issuance	$312,092	$0	$312,092
Capitalized interest	$446,500	$0	$446,500
Reserve Fund	$308,500	$0	$308,500
Administrative Expense	$35,000	$0	$35,000
Underwriters Discount	$133,950	$0	$133,950
Subtotal	*$1,236,042*	*$0*	*$1,236,042*
Total Uses	**$4,465,000**	**$4,724,000**	**$9,189,000**

As Future Phases are developed, additional Phased PID Bonds may be issued to finance the Authorized Improvements required for each new phase. Phased PID Bonds may also be issued in one or more series of Bonds.

The annual projected costs and annual projected indebtedness is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Phases #2-3 Major Improvement Annual Installments	Projected Phase #1 Annual Installments
2021	$12,844,000	$12,844,000	$0	$53,275	$364,525
2022	$0	$0	$0	$53,975	$365,675
2023	$0	$0	$0	$310,714	$663,889
2024	$0	$0	$0	$308,142	$660,592
2025	$0	$0	$0	$310,585	$662,110
Total	**$12,844,000**	**$12,844,000**	**$0**	**$1,036,691**	**$2,716,791**

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Major Improvements shown in Table III-A, the Phase #1 Projects shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Phased PID Bonds for each Future Phase, this Table IV-C will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

V. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2-3 Major Improvement Bonds anticipated to be issued in 2021, subsequent financings may be issued over the upcoming decade as the subsequent phases (Phase #2 and Phase #3) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements, if necessary, can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phases #2-3 Major Improvements and Phase #1 Projects shall be allocated as described on the following page:

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

1. The costs of the Major Improvements and portion of the Phase #1 Improvements shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Major Improvement costs are proportionally allocated to the Phases #2-3 Assessed Property and the Phase #1 Assessed Property based on the ratio of total estimated number of units for the Phases #2-3 Assessed Property and the Phase #1 Assessed Property.

3. The Phases #2-3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2-3 Assessed Property based on the total estimated number of units for each Parcel.

4. The Phase #1 Projects costs are allocated to each Parcel within the Phase #1 Assessed Property based on the total estimated number of units for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Major Improvements and Phase #1 Improvements, as applicable.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2-3 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

C. Allocation of Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 301 residential units. Phases #2-3 are projected to contain 546 residential units, resulting in a total projected number of units in the PID of 847. As a result, 35.54 percent of the Actual Costs of Major Improvements (i.e. 301 ÷ 847 = 35.54%) are allocated to the Phase #1 Assessed Property and 64.46 percent of the Actual Costs Major Improvements (i.e., 546 ÷ 847 = 64.46%) are allocated to the Phases #2-3 Assessed Property. The Phases #2-3 Major Improvement Bonds will fund the proportionate share of the Actual Costs of the Major Improvements allocated to Phases #2-3 and the Phase #1 Bonds and Phase #1 Reimbursement Agreement will fund Phase #1's proportionate share of the Actual Costs of the Major Improvements and the Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Estimated Costs
Storm Drainage Improvements	$500,000
Sanitary Sewer Improvements	$303,800
Water Improvements	$313,025
Road Improvements	$610,000
Landscaping & Retaining Walls	$1,111,788
Other Soft and Miscellaneous Costs	$1,163,232
Total Major Improvements	**$4,001,846**
Phase #1	
Projected total number of units	301
% of total units	35.54%
Proportionate Share of Costs	$1,422,144
Phases #2-3	
Projected total number of units	546
% of total units	64.46%
Proportionate Share of Costs	$2,579,702

D. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvements for Phases #2-3

For purpose of this Service and Assessment Plan, the City Council determined that the portion of the Major Improvement costs to be allocated to Phases #2-3 shall be allocated to the Phases #2-3 Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of units anticipated to be developed on each Parcel.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds and Phase #1 Reimbursement Agreement, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

3. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, and the Phase #1 Reimbursement Agreement will be levied on each Parcel or Lot according to the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, as applicable. The Annual Installments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, and the Phase #1 Reimbursement Agreement will be collected on the dates and in the amounts shown on the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix D for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

H. TIRZ CREDIT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 47% of the City's increments generated from each Parcel to offset a portion of such Parcel's Assessments

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

(the "TIRZ Annual Credit Amount"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 12 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI of this Service and Assessment Plan.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3

The Assessment and Annual Installments for each Assessed Property located within Phases #2-3 are shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phases #2-3 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phases #2-3 Major Improvement Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds and Phase #1 Reimbursement Agreement, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

C. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of units to be built on each new subdivided Parcel
D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit or the Phases #2-3 Major Improvement Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit or the Phases #2-3 Major Improvement Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the Bonds and/or related reimbursement agreement. The Phases #2-3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phases #2-3 based on an estimated interest rate of 5.50% and additional interest at the rate of 0.5% for the Additional Interest Reserve. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phase #1 based on an estimated interest rate of 5.00% for the Phase #1 Bonds and 5.00% for the Phase #1 Reimbursement Agreement, and an additional interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, updated with the actual interest rates on the Bonds, are shown as Appendix E and Appendix F.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve and any applicable TIRZ Credits. Annual Installments shall be collected by the City in the same

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

I. SURPLUS FUNDS REMAINING IN THE PHASES #2-3 MAJOR IMPROVEMENT BOND ACCOUNT

If proceeds from the Phases #2-3 Major Improvement Bonds still remain after all of the Phases #2-3 Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

J. SURPLUS FUNDS REMAINING IN THE PHASE # 1 BOND ACCOUNT

If proceeds from the Phase #1 Bonds and Phase #1 Reimbursement Agreement remain after all of the Phase #1 Projects , are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

VII. THE ASSESSMENT ROLL

A. PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

The City Council has evaluated each Parcel within Phases #2-3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phases #2-3.

The Phases #2-3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phases #2-3 Major Improvements. Table VII-A summarizes the $3,655,000 in special benefit received by the Phases #2-3 Assessed Property from the Phases #2-3 Major Improvements, a portion of the costs of the PID formation, and the Phases #2-3 Major Improvement Bond issuance costs. The par amount of the Phases #2-3 Major Improvement Bonds is $3,655,000, which is equal to the benefit received by the Phases #2-3 Major Improvement Assessed Property. Accordingly, the total Assessment to be applied to all the Phases #2-3 Assessed Property is $3,655,000 plus annual Administrative Expenses. The Assessment for each Phases #2-3 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phases #2-3 Major Improvement Assessment Roll is attached hereto as Appendix E.

Table VII-A
Phases #2-3 Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Phases #2-3 Major Improvement Bonds	
Total Authorized Improvements (a)	*$2,579,702*
PID Formation/Bond Costs of Issuance	
Cost of Issuance	$249,023
Capitalized interest	$402,050
Reserve Fund	$279,575
Administrative Expense	$35,000
Underwriters Discount	$109,650
PID Formation/Bond Cost of Issuance	*$1,075,298*
Total Special Benefit	**$3,655,000**
Special Benefit	
Total Special Benefit	$3,655,000
Projected Special Assessment	$3,655,000
Excess Benefit	**$0**

(a) See Table III-A for details.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

B. PHASE #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phase #1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects. Table VII-B summarizes the $9,189,000 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement is $9,189,000, which is equal to the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $9,189,000 plus annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Phase #1 Bonds	
Phase #1 Reimbursement Agreement	
Total Authorized Improvements (a)	*$7,952,958*
PID Formation/Bond Costs of Issuance	
Reserve Fund	$312,092
Capitalized Interest	$446,500
Underwriter's Discount/Underwriters Counsel	$308,500
Cost of Issuance	$35,000
Underwriters Discount	$133,950
PID Formation/Bond Cost of Issuance	*$1,236,042*
Total Special Benefit	**$9,189,000**
Special Benefit	
Total Special Benefit	$9,189,000
Projected Special Assessment	$9,189,000
Excess Benefit	**$0**

(a) See Table III-B for details.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

C. Future Phase Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g. an appendix will be added as the Assessment Roll for Future Phase).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-3 Major Improvement Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

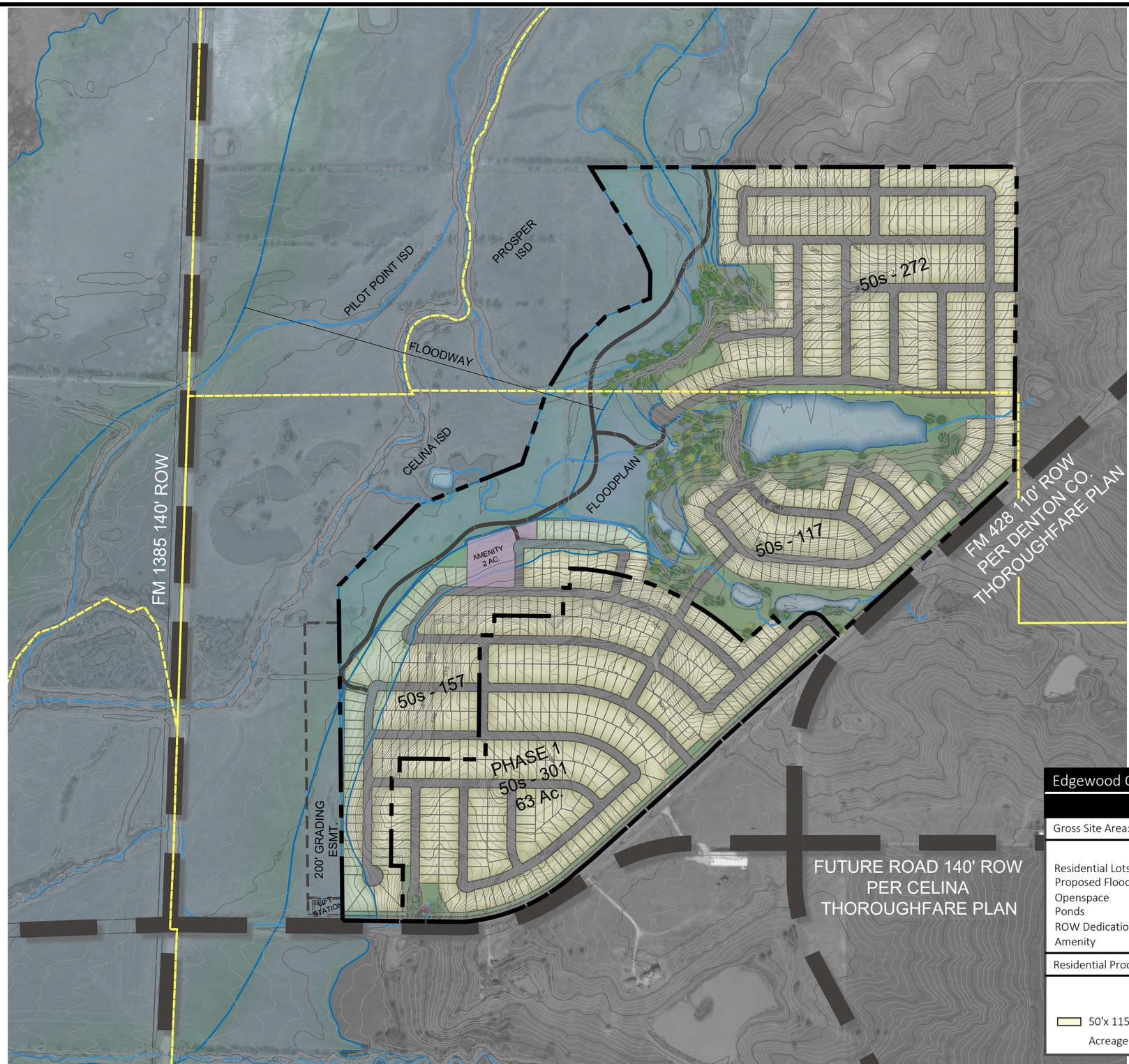
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)



Edgewood Creek Concept Plan 19

DATA TABLE

Gross Site Area:		247 +/-
	Acres	Gross %
Residential Lots	165	67%
Proposed Floodplain	45	18%
Openspace	24	10%
Ponds	9	3%
ROW Dedication	2	1%
Amenity	2	1%

Residential Product Type:

	PHASE 1	FUTURE PHASE	TOTAL
50'x 115' Lot	301	546	847
Acreage	63	184	247

BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING

EDGEWOOD CREEK DEVELOPMENT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1" = 400'
DATE:AUGUST 2020

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

COMMUNITY NAME:	**Edgewood Creek**
PHASES:	Full Development
CITY OR TOWN:	Celina ETJ, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	246.5
NET ACREAGE:	182.5
TOTAL LOTS:	**847**
TOTAL DENSITY:	4.64
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	09/25/20
REVISED:	**11/13/20**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**FUTURE**
1	Engineering	$ 2,121,840	$ 932,649	$ 1,189,191
2	Grading Site Preparation	$ 535,089	$ 105,349	$ 429,740
3	Water	$ 1,918,798	$ 549,505	$ 1,369,293
4	Sanitary Sewer	$ 2,375,579	$ 799,169	$ 1,576,410
5	Storm Drain	$ 2,287,485	$ 779,297	$ 1,508,188
6	Street Improvements	$ 6,523,050	$ 1,959,568	$ 4,563,482
7	Screening/Landscape/Ret Walls	$ -	$ -	$ -
8	Dry Utilities	$ 109,000	$ 109,000	$ -
9	MSUD Water & Sewer - Escrow	$ -	$ -	$ -
10	Contingency 5%	$ 777,664	$ 256,277	$ 521,387
11	District Formation Costs	$ -	$ -	$ -
12	FM 428 Improvements	$ -	$ -	$ -
13	ROW Acquisition	$ 3,040,000	$ 1,040,000	$ 2,000,000
		$ 19,688,506	$ 6,530,815	$ 13,157,691

Major Improvements Costs		**TOTALS**	**PHASE 1**	**FUTURE**
1	Engineering	$ 1,038,809	$ 422,192	$ 616,617
2	Grading Site Preparation	$ -	$ -	
3	Water	$ 906,449	$ 313,025	$ 593,424
4	Sanitary Sewer	$ 818,135	$ 303,800	$ 514,335
5	Storm Drain	$ 500,000	$ 500,000	$ -
6	Street Improvements	$ 610,000	$ 610,000	$ -
7	Screening/Landscape/Ret Walls/ Trail	$ 2,119,188	$ 1,111,788	$ 1,007,400
8	Dry Utilities	$ -	$ -	$ -
9	MSUD Water & Sewer - Escrow	$ -	$ -	$ -
10	Contingency 5%	$ 375,229	$ 163,040	$ 212,189
11	District Formation Costs	$ 578,000	$ 578,000	$ -
12	FM 428 Improvements	$ 1,887,000		$ 1,887,000
13	ROW Acquisition			
		$ 8,832,811	$ 4,001,846	$ 4,830,965

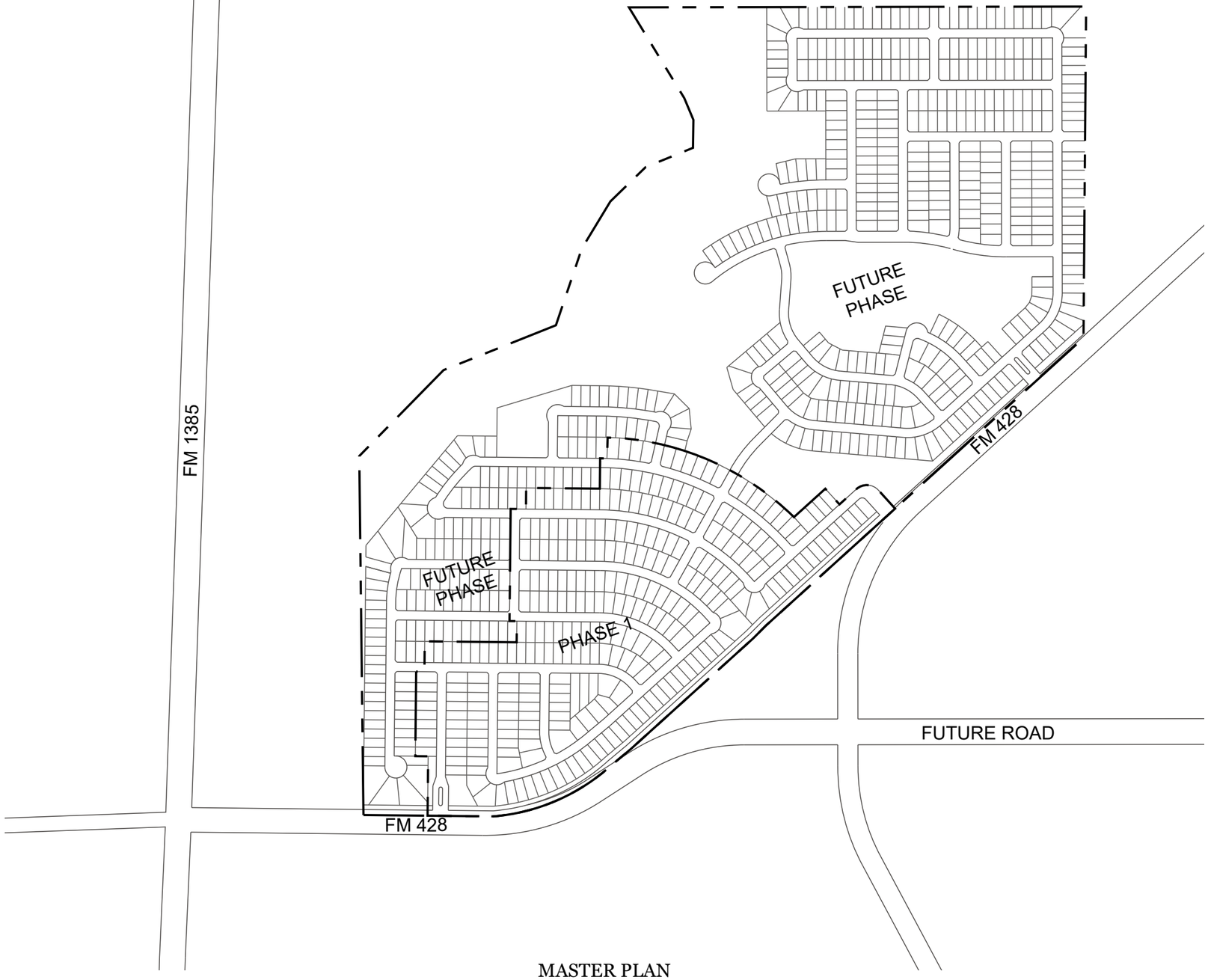
Private Costs		**TOTALS**	**PHASE 1**	**FUTURE**
1	Engineering	$ 445,013	$ 15,165	$ 429,848
2	Grading Site Preparation	$ 4,085,714	$ 1,257,553	$ 2,828,161
3	Water	$ -	$ -	$ -
4	Sanitary Sewer	$ -	$ -	$ -
5	Storm Drain	$ -	$ -	$ -
6	Street Improvements	$ -	$ -	$ -
7	Screening/Landscape/Ret Walls	$ 2,820,814	$ 1,001,800	$ 1,819,014
8	Dry Utilities	$ 1,119,794	$ 421,400	$ 698,394
9	MSUD Water & Sewer - Escrow	$ 1,600,000	$ 1,600,000	$ -
10	Contingency 5%	$ 484,817	$ 214,796	$ 270,021
11	District Formation Costs	$ -	$ -	$ -
12	FM 428 Improvements	$ -	$ -	
13	City Assessment Fee	$ 250,000	$ 250,000	$ -
14	Amenity Center Improvements	$ 1,500,000	$ 1,500,000	$ -
15	Rollback Taxes	$ 140,400	$ 140,400	$ -
		$ 12,446,551	$ 6,401,113	$ 6,045,438
TOTALS		***$ 40,967,867***	***$ 16,933,773***	***$ 24,034,094***
per lot		***$ 48,368***	***$ 56,258***	***$ 44,018***
	50' Lots	847	301	546
	Total Lots	***847***	***301***	***546***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)



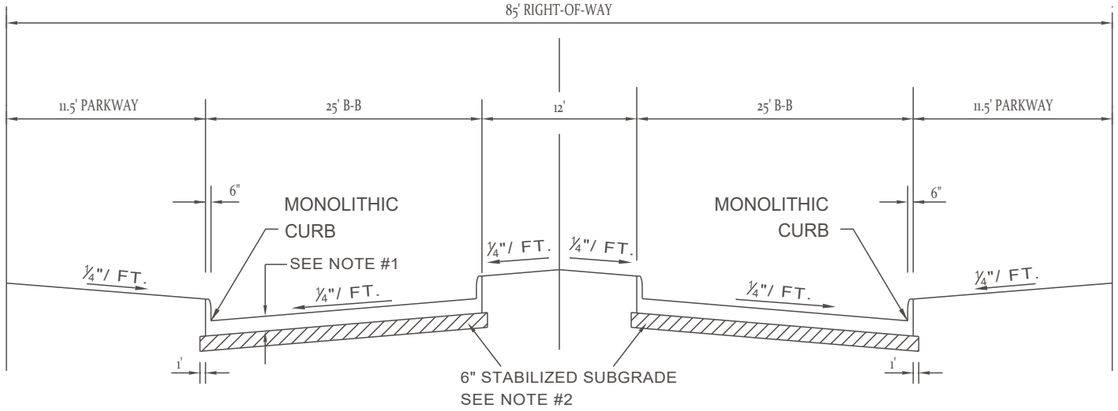
MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
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DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

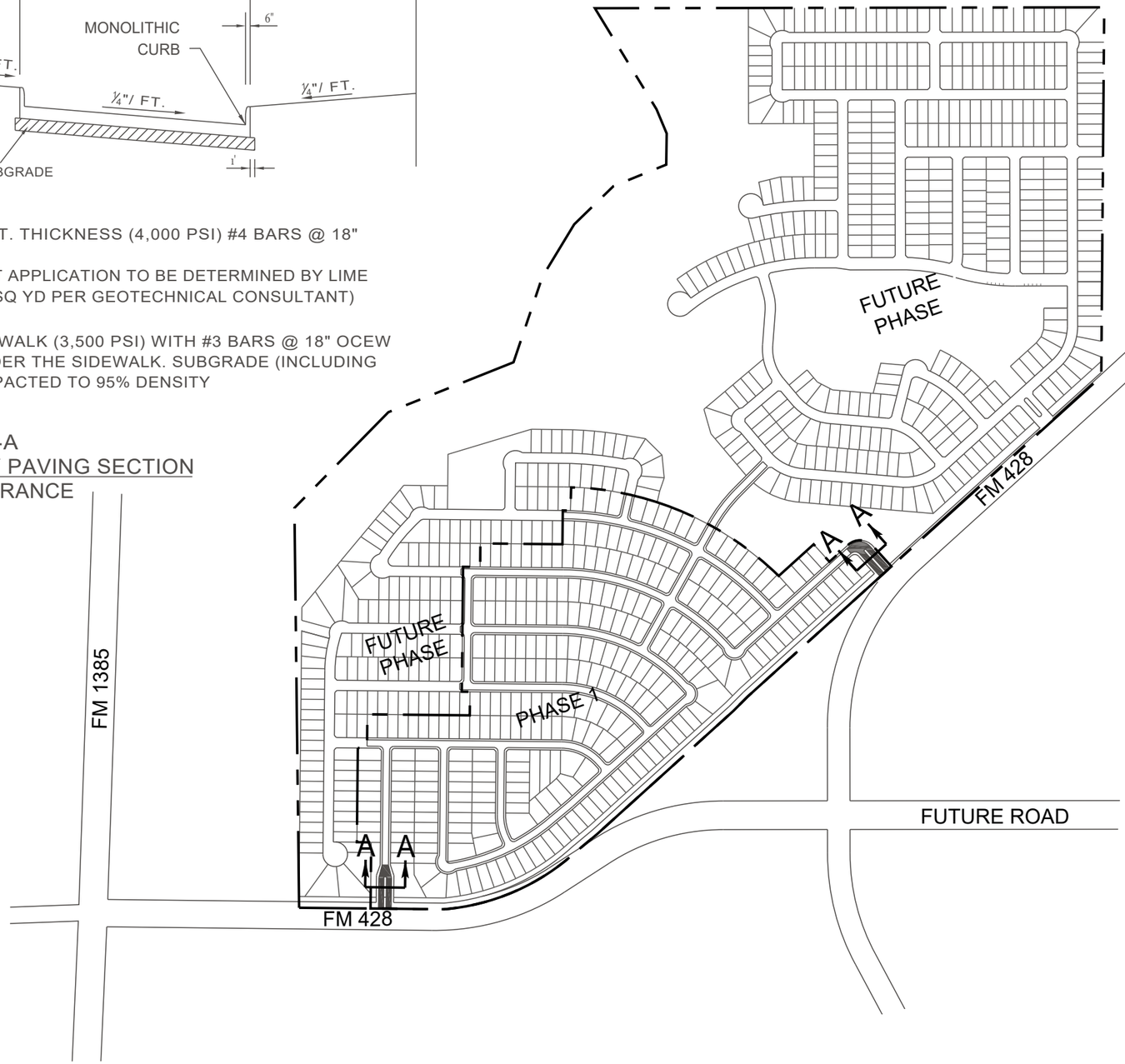
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NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION A-A
TYPICAL DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE
SCALE: NTS



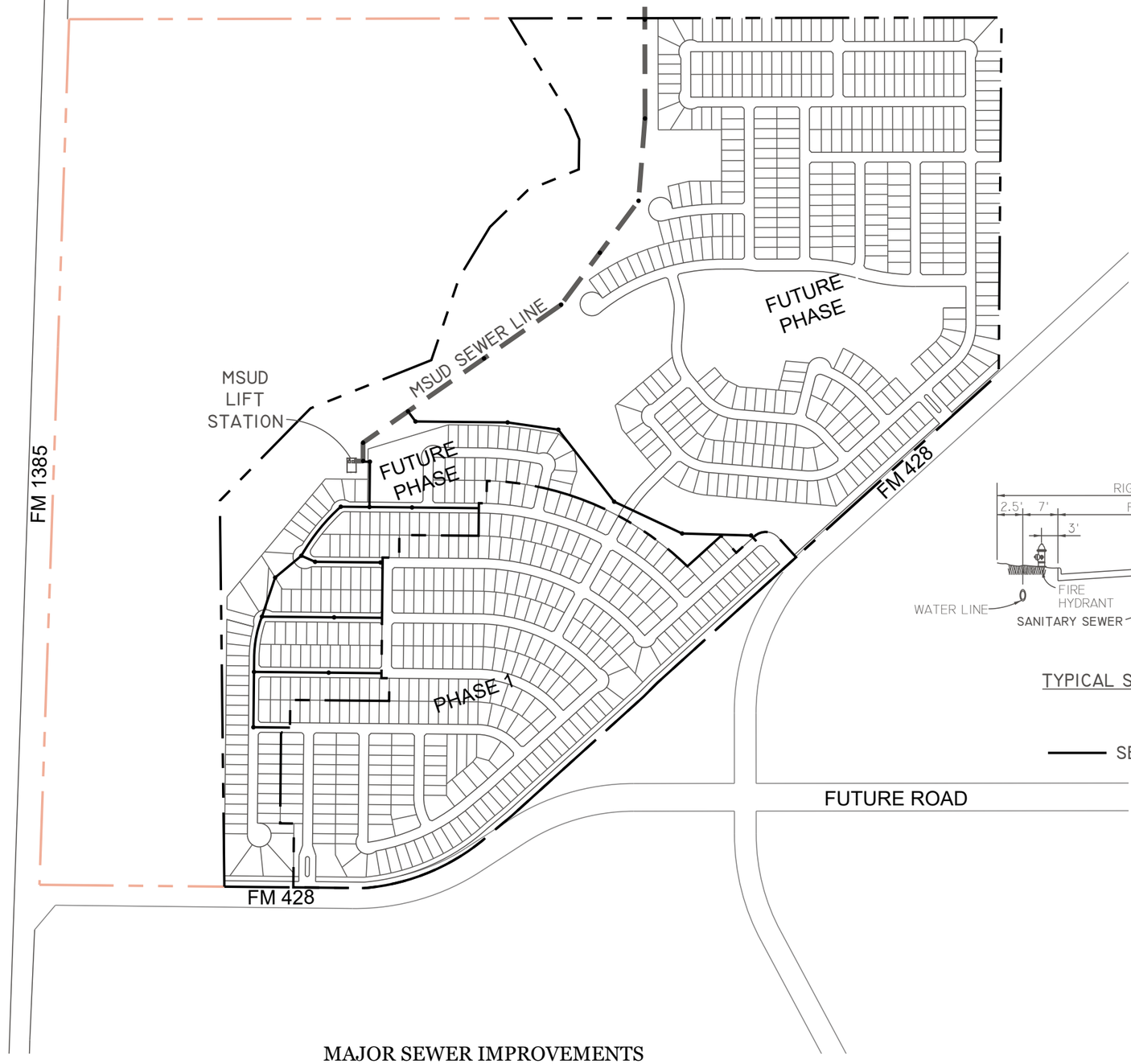
MAJOR ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

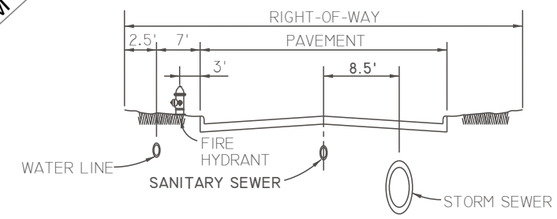
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

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TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

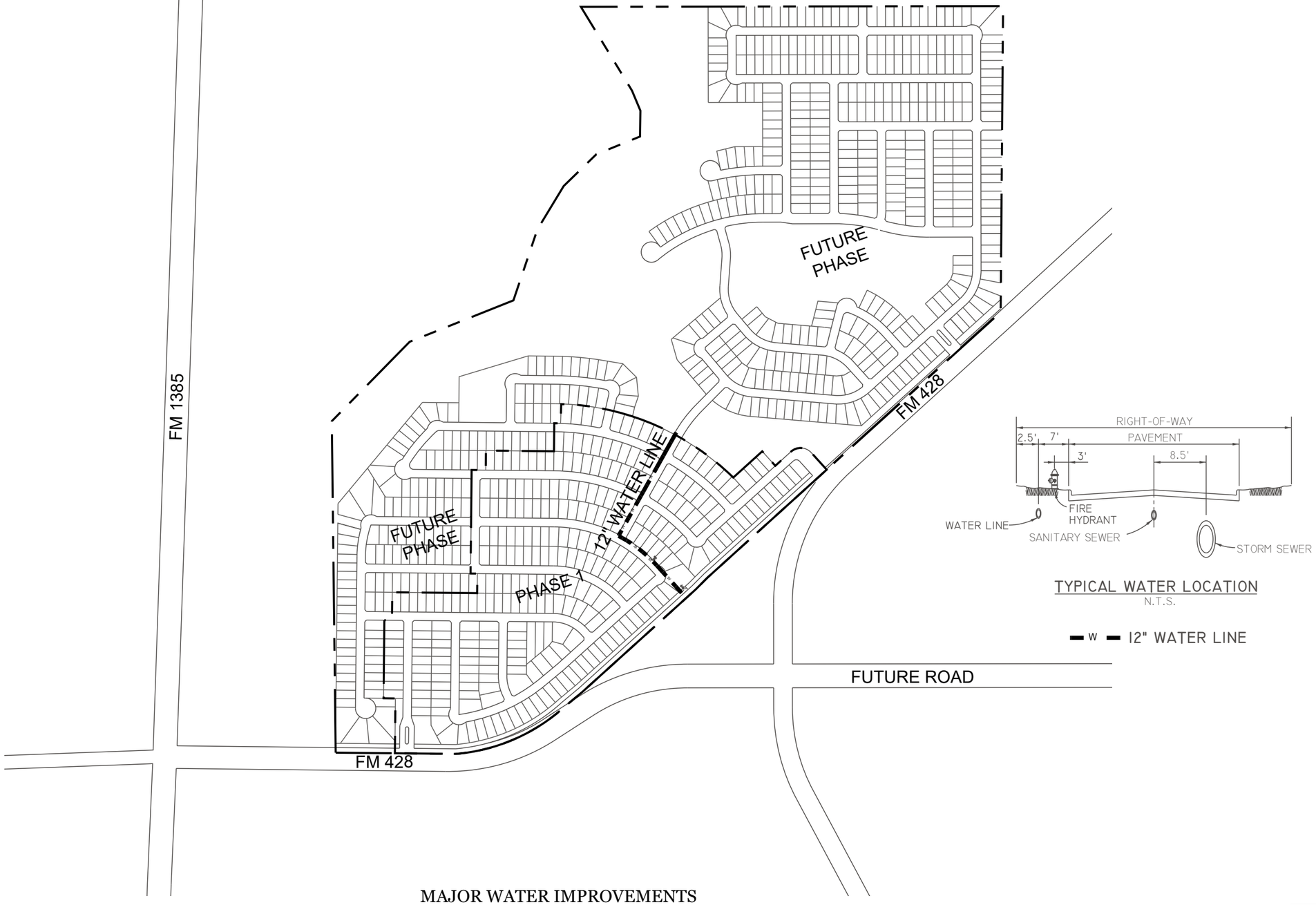
MAJOR SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

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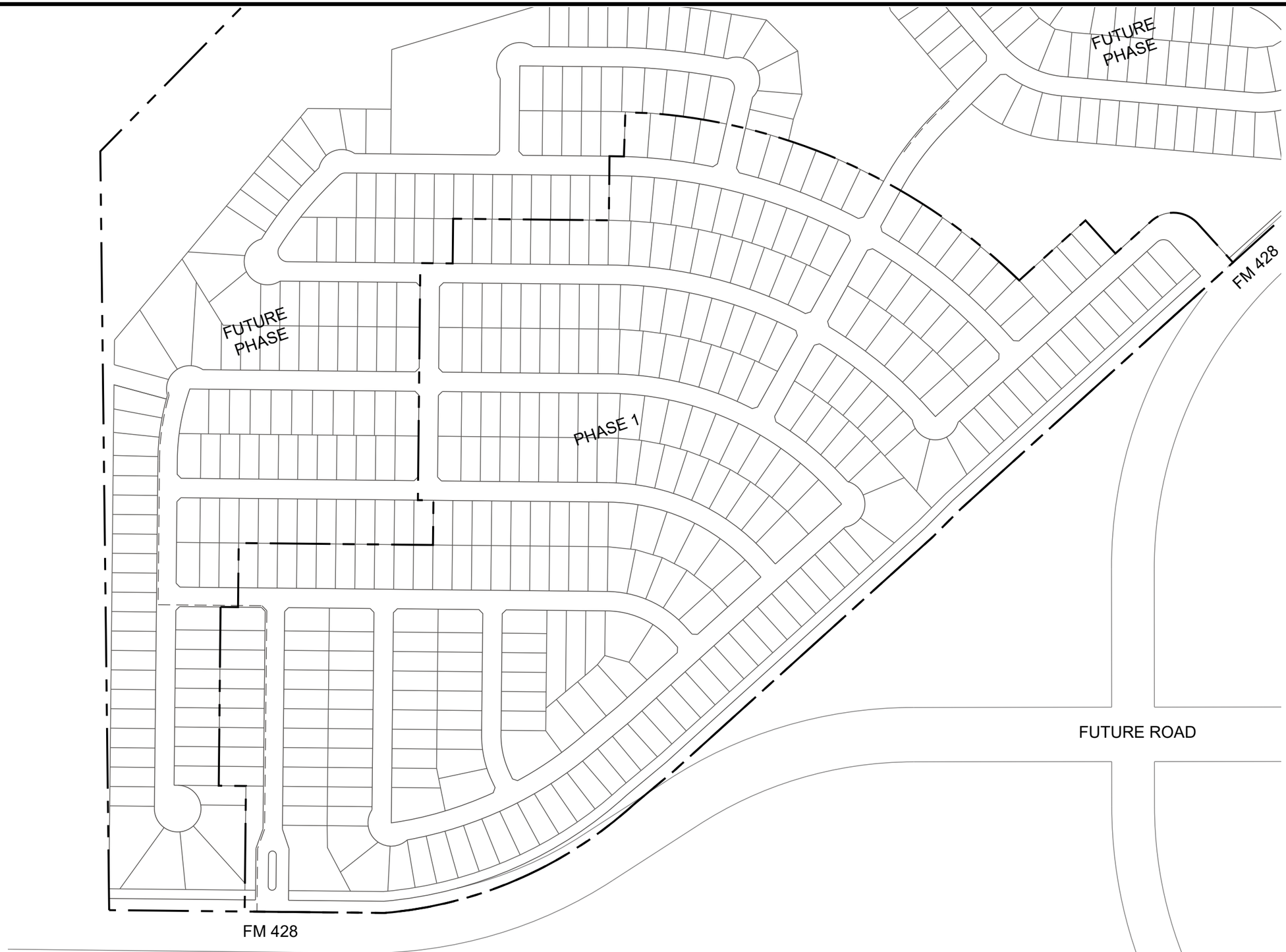
MAJOR WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)



PHASE 1 MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

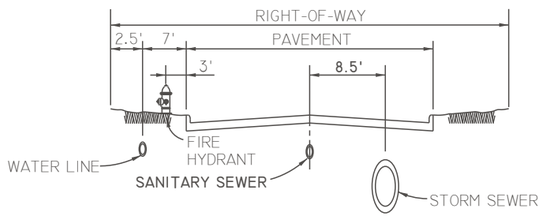
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1" = 200'
DATE: AUGUST 2020

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)





TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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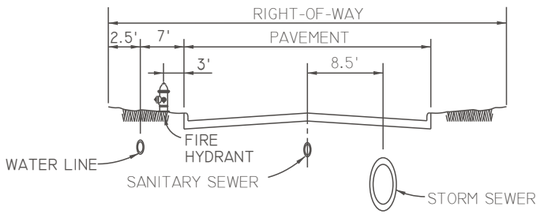
SCALE:

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

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TYPICAL WATER LOCATION
N.T.S.

— W — WATER LINE

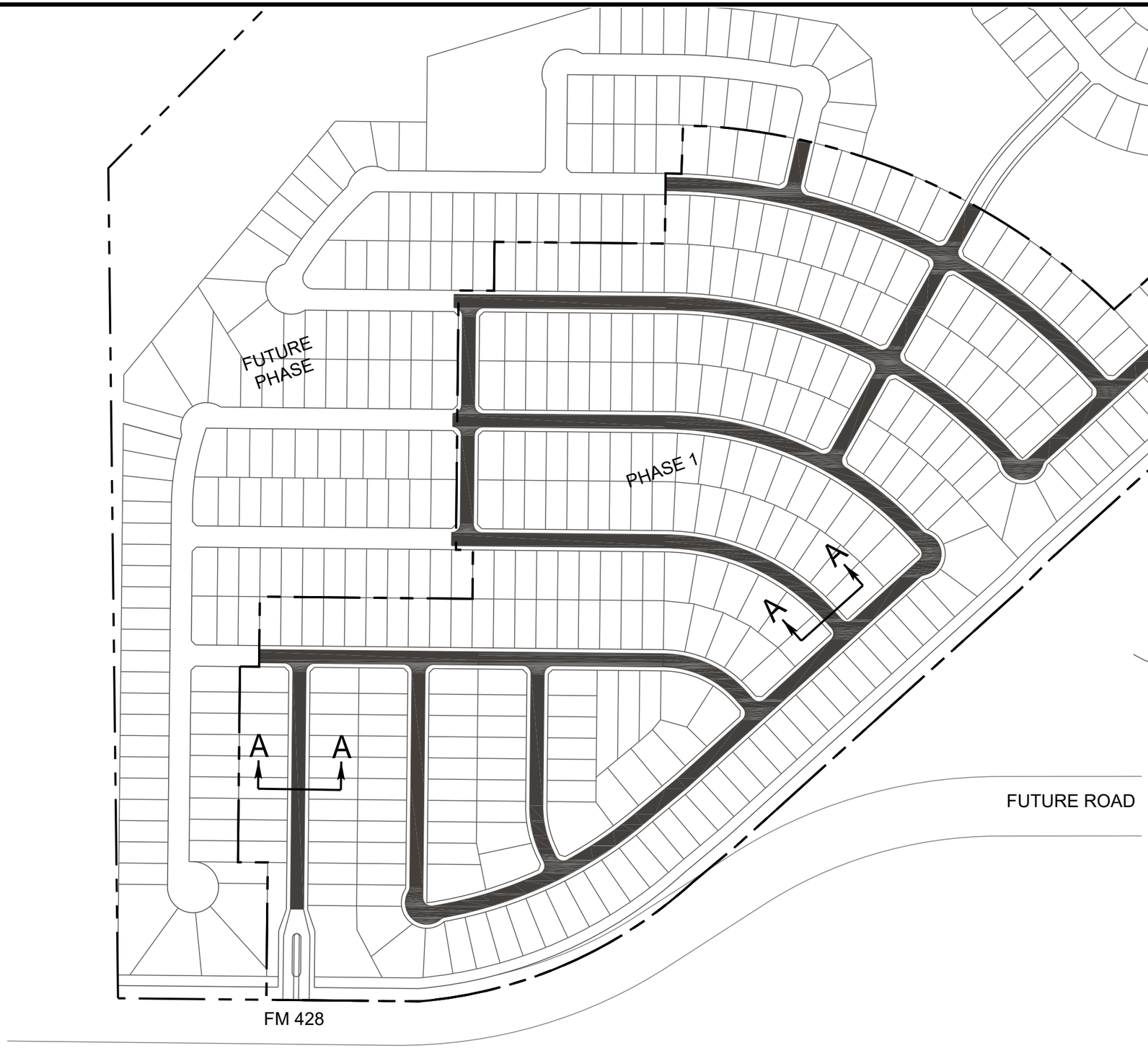
PHASE 1 WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

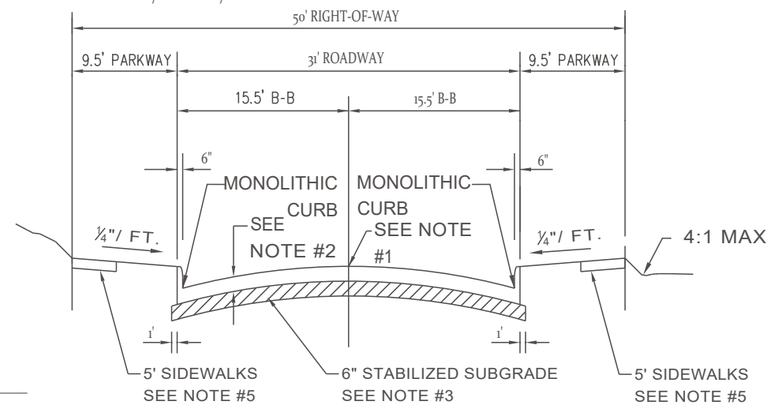
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1" = 200'
DATE: AUGUST 2020

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Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)





NOTES:

1. 6" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #4 BARS @ 18" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE:

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

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APPENDIX D
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table D-1
Proposed Development within the PID

Description	Proposed Development	
50 Ft Lots	847	units
	847	**units**

Table D-2 below shows the proposed residential units within Phase #1.

Table D-2
Proposed Development – Phase #1

Description	Proposed Development	
50 Ft Lots	301	units
	301	**units**

Table D-3 below shows the proposed residential Lot Types within Phases #2-3.

Table D-3
Proposed Development – Phases #2-3

Description	Proposed Development	
50 Ft Lots	546	units
	546	**units**

B) Allocation of Assessments to Lots within Phase #1

The total amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,189,000. As shown above, there are a total of 301 residential units, resulting in an Assessment per Unit of $30,528.24 (i.e. $9,189,000 ÷ 301 = $30,528.24).

Table D-4 on the following page sets forth the Assessment per dwelling unit within Phase #1.

Table D-4
Assessment Per Unit – Phase #1

Description	Planned No. of Units	Assessment per Unit		Total Assessments
50 Ft Lots	301	$30,528.24	per dwelling unit	$9,189,000
Total	**301**			**$9,189,000**

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table D-5 below.

Table D-5
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	301	$45,500	$300,000	$30,528.24	1.49	9.83

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table D-6 below.

Table D-6
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
50 Ft Lots	301	$45,500	$300,000	$2,228	$4.90	$0.74

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

C) Allocation of Phases #2-3 Major Improvement Assessments to Lot Types in Phases #2-3

The total amount of the Phases #2-3 Major Improvement Bonds, which represents the total Assessment to be allocated on all Parcels within Phases #2-3, is $3,655,000. As shown above, there are a total of 546 residential units, resulting in an Assessment per Unit of $6,694.14 (i.e. $3,655,000 ÷ 546 = $6,694.14).

Table D-7 on the following page sets forth the Assessment per dwelling unit for within Phases #2-3.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Table D-7
Assessment Per Unit – Phases #2-3 Major Improvements

Description	Planned No. of Units	Assessment per Unit	Total Assessments
50 Ft Lots	546	$6,694.14 per dwelling unit	3,655,000
Total	**546**		**3,655,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within Phases #2-3 is shown in Table D-8 below.

Table D-8
Projected Leverage – Phases #2-3 Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	546	$45,500	$300,000	$6,694.14	6.80	44.82

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within Phases #2-3 is shown in Table D-9 below.

Table D-9
Estimated Tax Rate Equivalent per unit – Phases #2-3 Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
50 Ft Lots	546	$45,500	$300,000	$588.10	$1.29	$0.20

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

APPENDIX E
PROPOSED PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Appendix E
Proposed Phases #2-3 Major Improvement Assessment Roll

Parcel	
Units	**All Parcels**
Assessment	**546**
	$3,655,000

Year [1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/2021	$0	$201,025	$35,000	$18,275	$0	($201,025)	$53,275
9/30/2022	$0	$201,025	$35,700	$18,275	$0	($201,025)	$53,975
9/30/2023	$55,000	$201,025	$36,414	$18,275	$0	$0	$310,714
9/30/2024	$55,000	$198,000	$37,142	$18,000	$0	$0	$308,142
9/30/2025	$60,000	$194,975	$37,885	$17,725	$0	$0	$310,585
9/30/2026	$65,000	$191,675	$38,643	$17,425	$0	$0	$312,743
9/30/2027	$65,000	$188,100	$39,416	$17,100	$0	$0	$309,616
9/30/2028	$70,000	$184,525	$40,204	$16,775	$0	$0	$311,504
9/30/2029	$75,000	$180,675	$41,008	$16,425	$0	$0	$313,108
9/30/2030	$80,000	$176,550	$41,828	$16,050	$0	$0	$314,428
9/30/2031	$85,000	$172,150	$42,665	$15,650	$0	$0	$315,465
9/30/2032	$90,000	$167,475	$43,518	$15,225	$0	$0	$316,218
9/30/2033	$95,000	$162,525	$44,388	$14,775	$0	$0	$316,688
9/30/2034	$100,000	$157,300	$45,276	$14,300	$0	$0	$316,876
9/30/2035	$105,000	$151,800	$46,182	$13,800	$0	$0	$316,782
9/30/2036	$115,000	$146,025	$47,105	$13,275	$0	$0	$321,405
9/30/2037	$120,000	$139,700	$48,047	$12,700	$0	$0	$320,447
9/30/2038	$130,000	$133,100	$49,008	$12,100	$0	$0	$324,208
9/30/2039	$135,000	$125,950	$49,989	$11,450	$0	$0	$322,389
9/30/2040	$145,000	$118,525	$50,988	$10,775	$0	$0	$325,288
9/30/2041	$150,000	$110,550	$52,008	$10,050	$0	$0	$322,608
9/30/2042	$160,000	$102,300	$53,048	$9,300	$0	$0	$324,648
9/30/2043	$170,000	$93,500	$54,109	$8,500	$0	$0	$326,109
9/30/2044	$180,000	$84,150	$55,191	$7,650	$0	$0	$326,991
9/30/2045	$190,000	$74,250	$56,295	$6,750	$0	$0	$327,295
9/30/2046	$205,000	$63,800	$57,421	$5,800	$0	$0	$332,021
9/30/2047	$215,000	$52,525	$58,570	$4,775	$0	$0	$330,870
9/30/2048	$230,000	$40,700	$59,741	$3,700	$0	$0	$334,141
9/30/2049	$245,000	$28,050	$60,936	$2,550	$0	$0	$336,536
9/30/2050	$265,000	$14,575	$62,155	$1,325	($279,575)	$0	$63,480
Total	**$3,655,000**	**$4,056,525**	**$1,419,883**	**$368,775**	**($279,575)**	**($402,050)**	**$8,818,558**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming an estimated 5.50% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

APPENDIX F
PROPOSED PHASE #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Appendix F
Proposed Phase #1 Assessment Roll

Parcel	**All Parcels**
Units	**301**
Assessment	**$9,189,000**

Year [1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment
9/30/2021	$223,250	$307,200	$35,000	$22,325	$0	($223,250)	$364,525
9/30/2022	$223,250	$307,650	$35,700	$22,325	$0	($223,250)	$365,675
9/30/2023	$298,250	$306,900	$36,414	$22,325	$0	$0	$663,889
9/30/2024	$294,500	$307,000	$37,142	$21,950	$0	$0	$660,592
9/30/2025	$295,750	$306,900	$37,885	$21,575	$0	$0	$662,110
9/30/2026	$296,750	$307,600	$38,643	$21,175	$0	$0	$664,168
9/30/2027	$297,500	$307,050	$39,416	$20,750	$0	$0	$664,716
9/30/2028	$298,000	$307,300	$40,204	$20,300	$0	$0	$665,804
9/30/2029	$298,250	$307,300	$41,008	$19,825	$0	$0	$666,383
9/30/2030	$298,250	$307,050	$41,828	$19,325	$0	$0	$666,453
9/30/2031	$298,000	$307,550	$42,665	$18,800	$0	$0	$667,015
9/30/2032	$297,500	$307,750	$43,518	$18,250	$0	$0	$667,018
9/30/2033	$301,750	$307,650	$44,388	$17,675	$0	$0	$671,463
9/30/2034	$300,500	$307,250	$45,276	$17,050	$0	$0	$670,076
9/30/2035	$299,000	$307,550	$46,182	$16,400	$0	$0	$669,132
9/30/2036	$302,250	$307,500	$47,105	$15,725	$0	$0	$672,580
9/30/2037	$300,000	$307,100	$48,047	$15,000	$0	$0	$670,147
9/30/2038	$302,500	$307,350	$49,008	$14,250	$0	$0	$673,108
9/30/2039	$299,500	$307,200	$49,989	$13,450	$0	$0	$670,139
9/30/2040	$301,250	$307,650	$50,988	$12,625	$0	$0	$672,513
9/30/2041	$302,500	$307,650	$52,008	$11,750	$0	$0	$673,908
9/30/2042	$303,250	$307,200	$53,048	$10,825	$0	$0	$674,323
9/30/2043	$303,500	$307,300	$54,109	$9,850	$0	$0	$674,759
9/30/2044	$303,250	$306,900	$55,191	$8,825	$0	$0	$674,166
9/30/2045	$302,500	$307,000	$56,295	$7,750	$0	$0	$673,545
9/30/2046	$306,250	$307,550	$57,421	$6,625	$0	$0	$677,846
9/30/2047	$304,250	$307,500	$58,570	$5,425	$0	$0	$675,745
9/30/2048	$306,750	$306,850	$59,741	$4,175	$0	$0	$677,516
9/30/2049	$308,500	$307,600	$60,936	$2,850	$0	$0	$679,886
9/30/2050	$304,500	$307,650	$62,155	$1,450	($308,500)	$0	$367,255
Total	**$8,871,250**	**$9,219,700**	**$1,419,883**	**$440,625**	**($308,500)**	**($446,500)**	**$19,196,458**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Annual Installments are calculated assuming an estimated 5.00% interest rate on the Phase #1 Bonds.

2- Annual Installments are calculated assuming an estimated 5.00% interest rate on the Phase #1 Reimbursement Agreement

4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Edgewood Creek Phase #1- PID Levy)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Raha Pouladi, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Edgewood Creek Phases #2-3 - PID Levy

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Edgewood Creek Public Improvement District Service and Assessment Plan, including the Phases #2-3 major improvement assessment roll; making a finding of special benefit to property within Phases #2-3 of the Edgewood Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phases #2-3 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Edgewood Creek Phases #2-3 - PID Levy) (Pouladi)

Background Information:
Refer to the attached ordinance for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff Recommends approval as presented.

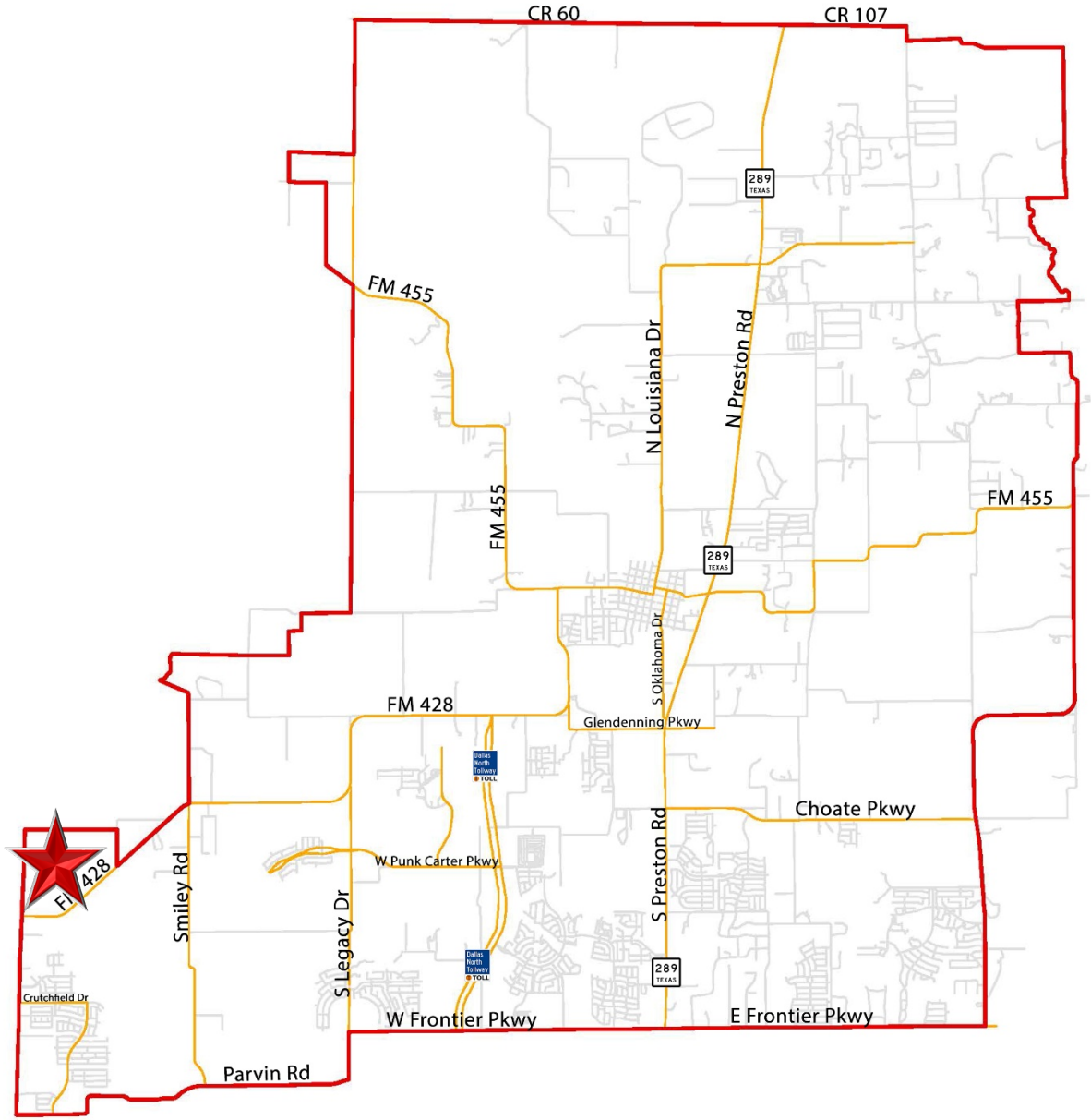
Edgewood Creek Phase #2 & 3

PID Assessment Levy - Public Hearing

City Council

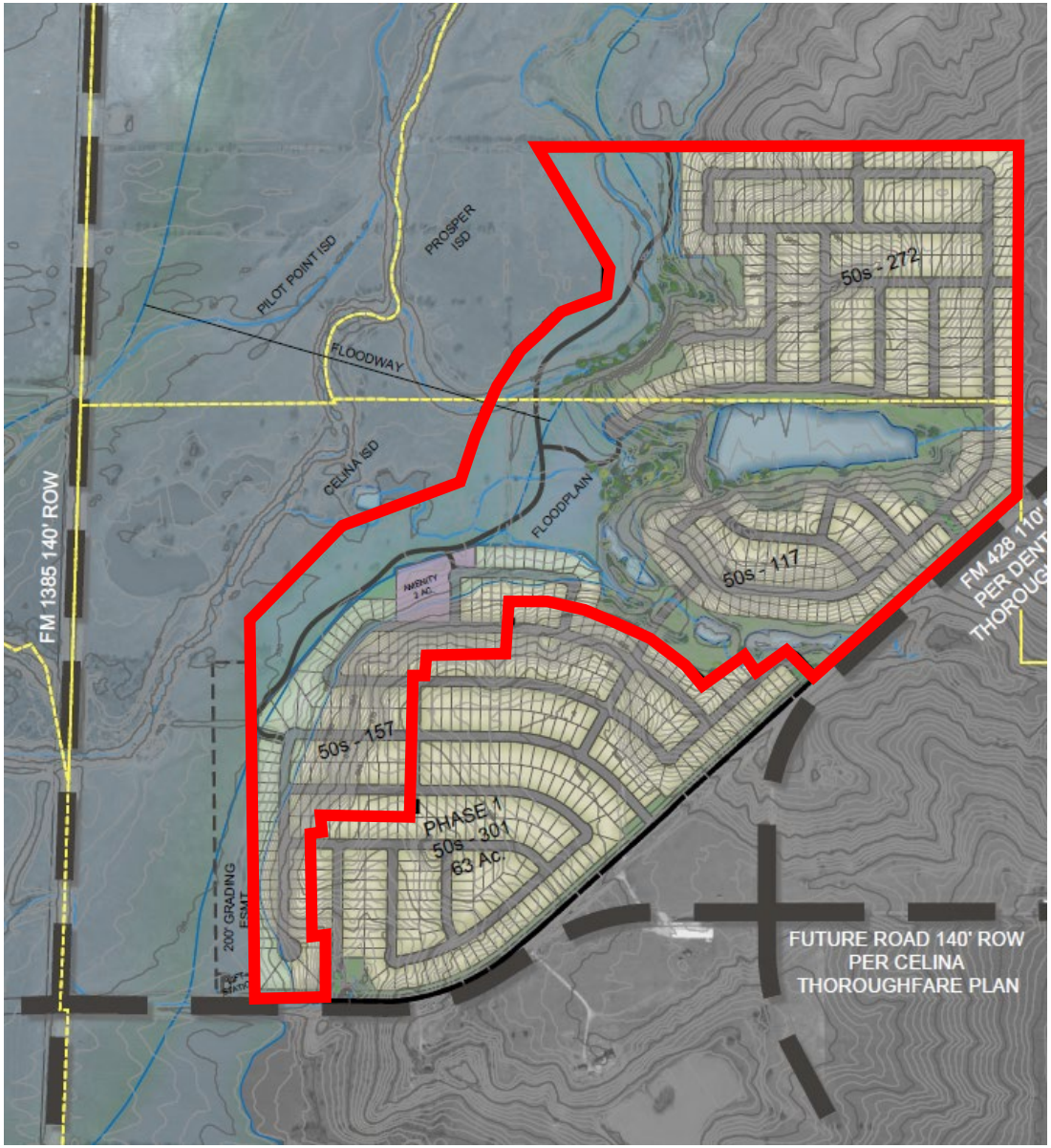
January 12, 2021

Attachment: Staff Presentation (Edgewood Creek Phases #2-3 - PID Levy)



Attachment: Staff Presentation (Edgewood Creek Phases #2-3 - PID Levy)

Phasing Exhibit



Phase # 2 & 3

Attachment: Staff Presentation (Edgewood Creek Phases #2-3 - PID Levy)

PID Overview

- 546 lots
- Estimated Improvement cost: $3.7M
- Estimated PID assessment amount: $2.6M

Attachment: Staff Presentation (Edgewood Creek Phases #2-3 - PID Levy)

PID Assessment

Assessment per Lot	
50’ Lot	$6,694

Attachment: Staff Presentation (Edgewood Creek Phases #2-3 - PID Levy)

Phase #2 & 3 PID Timeline

- ~~April 14, 2020 – PID Petition Acceptance~~
- ~~May 12, 2020 – PID Creation Resolution~~
- ~~December 12, 2020 – Pre-SAP Resolution~~
- January 12, 2021– SAP/Levy Ordinance
- January 12, 2021– Bond Authorization

Recommendation

- Staff recommends approval as presented

Attachment: Staff Presentation (Edgewood Creek Phases #2-3 - PID Levy)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL FOR THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASES #2-3 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN PHASES #2-3 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2020 a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Denton Central Appraisal District, and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on May 12, 2020, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-33R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Edgewood Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on December 8, 2020, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phases #2-3 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Phases #2-3 of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Phases #2-3 of the District and

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Phases #2-3 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on December 10, 2020 the City Secretary filed the Phases #2-3 Major Improvement Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on December 21, 2020 in *The Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on January 12, 2021, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phases #2-3 Major Improvement Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the estimated costs of the Authorized Improvements to be undertaken for the benefit of the Phases #2-3 Assessed Property (the "Phases #2-3 Major Improvements"), the purposes of the Assessments, the special benefits of the Phases #2-3 Major Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Phases #2-3 Major Improvement Assessment Roll and the Edgewood Creek Public Improvement District Service and Assessment Plan, dated January 12, 2021, in a form substantially similar to the attached ***Exhibit A,*** which final form shall be approved by the City Manager and the City's land use attorney (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix E (the "Phases #2-3 Major Improvement Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phases #2-3 Major Improvements (as described in the Service and Assessment Plan), the Phases #2-3 Major Improvement Assessment Roll, or the levy of the Assessments against the Phases #2-3 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phases #2-3 of the District, who are the

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of the Service and Assessment Plan, approval of the Phases #2-3 Major Improvement Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Phases #2-3 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the estimated costs of the Phases #2-3 Major Improvements and the Administrative Expenses (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Phases #2-3 Assessed Property will receive from the construction of the Phases #2-3 Major Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Phases #2-3 Major Improvements;

(c) The Service and Assessment Plan apportions the estimated costs of the Phases #2-3 Major Improvements to be assessed against the Phases #2-3 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phases #2-3 Major Improvements;

(d) All of the real property in Phases #2-3 of the District which is being assessed in the amounts shown in the Phases #2-3 Major Improvement Assessment Roll will be benefited by the Phases #2-3 Major Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phases #2-3 Assessed Property will receive special benefits in each year equal to or greater than each annual Assessment against such property and will receive

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special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the estimated costs of Phases #2-3 Major Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the estimated costs of the Phases #2-3 Major Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the estimated costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phases #2-3 Major Improvement Assessment Roll should be approved as Phases #2-3 Major Improvement Assessment Roll for the Phases #2-3 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Phases #2-3 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phases #2-3 Major Improvement Assessment Roll.

The Phases #2-3 Major Improvement Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as Phases #2-3 Major Improvement Assessment Roll of the District.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Section 5. **Levy and Payment of Assessments for Estimated Costs of the Phases #2-3 Major Improvements.**

(a) The City Council hereby levies an assessment on each parcel of Phases #2-3 Assessed Property (excluding Non-Benefitted Property, as described in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Phases #2-3 Major Improvement Assessment Roll, in the respective amounts shown on the Phases #2-3 Major Improvement Assessment Roll, as a special assessment on the properties set forth in the Phases #2-3 Major Improvement Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Phases #2-3 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phases #2-3 Major Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phases #2-3 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phases #2-3 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phases #2-3 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Denton County Tax Assessor/Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Phases #2-3 Major Improvement Assessment Roll, to be recorded in the real property records of Denton County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

PASSED AND ADOPTED, this the 12th day of January, 2021.

CITY OF CELINA, TEXAS

_____
Mayor Pro Tem

ATTEST:

_____
City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Chad Anderson and Vicki Tarrant, Mayor Pro Tem and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

January 12, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

EDGEWOOD CREEK
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On May 12, 2020 (the "Creation Date") the City Council (the "City Council") of the City of Celina, Texas (the "City") passed and approved Resolution No. 2020-33R approving and authorizing the creation of the Edgewood Creek Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district (the "Authorized Improvements"), all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be constructed for the benefit of that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Edgewood Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are included as Appendix E and Appendix F of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix E and Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Assessment Ordinance" means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

"Assessment Roll" means, as applicable, the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**Delinquent Collection Costs"** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Development Agreement" means that certain "Development Agreement (Edgewood Creek)" by and between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, and related to the Property effective October 8, 2020, as assigned to the Developer, and as the same may be amended from time to time.

"Developer" means MM Edgewood Creek, LLC, a Texas limited liability company.

"**Future Phases**" means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Denton County, Texas.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" or "MI" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County.

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

"Phase #1" means the initial Phase to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Projects is levied.

"**Phases #1 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Projects.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix F**,** as updated, modified or amended from time to time in accordance with the

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1 an Assessment per unit for Phase #1 Improvements not to exceed $30,528.24.

"**Phase #1 Projects**" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements .

"**Phase #1 Improvements**" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

"Phase #1 Reimbursement Agreement" means that certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement expected to be dated by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase or in Phases. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase(s) in question.

"**Phases #2-3**" mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Phases #2-3 Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Phases #2-3 Major Improvement Maximum Assessment Per Unit" means for Phases #2-3 Major Improvements an Assessment per unit for Phases #2-3 Major Improvements not to exceed $6,694.14.

"**Phases #2-3 Major Improvements**" mean the pro rata portion of the Major Improvements allocable to Phases #2-3, which are described in Section III.

"**Phases #2-3 Major Improvement Assessment Revenues**" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-3 Assessed Property, or the Annual Installments thereof, for the Phase #2-3 Major Improvements.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

"Phases #2-3 Major Improvement Assessment Roll" means the document included in this Service and Assessment Plan as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-3 Major Improvement Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) that are secured primarily by Phases #2-3 Major Improvement Assessment Revenues.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"TIRZ No. 12" means the Tax Increment Reinvestment Zone No. 12, City of Celina, Texas.

"TIRZ Credit" means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI of this Service and Assessment Plan.

"**TIRZ Ordinance**" means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 12 Project Plan and Financing Plan (including amendments or supplements thereto).

"**TIRZ Revenues**" mean, for each year, the amounts paid by the City from the TIRZ No. 12 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI of this Service and Assessment Plan.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 246.54 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 847 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-Family - 50 Ft	847	Units
Total	**847**	**Units**

B. PROPERTY INCLUDED IN PHASE #1 AND PHASES #2-3

Phase #1 consists of approximately 63 acres and is projected to consist of 301 single family residential units, to be developed as Phase #1, as further described in Section III. Phases #2-3 consist of approximately 184 acres and are projected to consist of approximately 546 residential units. A map of the property within Phase #1 and Phases #2-3 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued for each new phase. In connection with the issuance of each new Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix E and Appendix F.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of lots. Each of Phase #1 and Phases #2-3 will be proportionally allocated the costs of the Major Improvements, as shown on Table III-A below.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Major Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to Mustang Special Utility District ("MSUD") and City standards and specifications and will be owned and operated by the MSUD.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks,

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Major Improvements consists of landscaping and hardscaping.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount	Phases #2-3 Allocated Amount
Road Improvements	$610,000	$216,777	$393,223
Water Improvements	$313,025	$111,240	$201,785
Sanitary Sewer Improvements	$303,800	$107,962	$195,838
Storm Drainage Improvements	$500,000	$177,686	$322,314
Landscaping & Retaining Walls	$1,111,788	$395,098	$716,690
Other Soft and Miscellaneous Costs	$1,163,232	$413,380	$749,852
Total Authorized Improvements	**$4,001,846**	**$1,422,144**	**$2,579,702**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount relating to Phase #1, and Phases #2-3 does not change.

C. DESCRIPTIONS OF PHASE #1 IMPROVEMENTS AND COSTS OF PHASE #1 PROJECTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the costs of the Major Improvements and the costs of the Phase #1 Improvements. The costs of the Phase #1 Projects are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Major Improvements that are a portion of the Phase #1 Projects can be found in Section III-B above.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Water Improvements

The water improvements portion of the Phase #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Phase #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and will be owned and operated by the MSUD.

Road Improvements

The road improvement portion of the Phase #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Phase #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-B
Estimated Phase #1 Project Costs

Authorized Improvements	Proportional Share of Major Improvements	Phase #1 Improvement Costs	Total
Road Improvements	$216,777	$2,068,568	$2,285,345
Water Improvements	$111,240	$549,505	$660,745
Sanitary Sewer Improvements	$107,962	$799,169	$907,131
Storm Drainage Improvements	$177,686	$779,297	$956,983
Landscaping & Retaining Walls	$395,098	$0	$395,098
Other Soft and Miscellaneous Costs	$413,380	$2,334,275	$2,747,655
Total Authorized Improvements	**$1,422,144**	**$6,530,815**	**$7,952,958**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

D. FUTURE PHASES

As Future Phases are developed and Phased PID Bonds are issued, this SAP will be amended to identify the specific Future Phase Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months to construct the Phase #2-3 Major Improvements and approximately 12 months for the Phase #1 Projects to be constructed. At some point after all or a portion of the Phase #2-3 Major Improvements and Phase #1 Projects are constructed, phase #2 will begin development. After phase #2 is developed, it is anticipated that phase #3 will begin development, with each Future Phase to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Actual Costs for Phases #2-3 Major Improvements plus costs related to the issuance of the Phases #2-3 Major Improvement Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $3,655,000 as shown in Table IV-A. The Actual Costs for Phase #1 Projects plus costs related to the issuance of the Phase #1 Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $9,189,000 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-C will be added for Phase #2, etc.).

The Phases #2-3 Major Improvement Bonds shown in Table IV-A are anticipated to be issued in 2021 and will be used to finance a portion of the costs of Phases #2-3 Major Improvements.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Table IV-A
Estimated Sources and Uses – Phases #2-3 Major Improvement Area

Sources of Funds	Phases #2-3 Major Improvement Bonds
Par amount	$3,655,000
Other funding sources	$0
Total Sources	**$3,655,000**
Uses of Funds	
Major Improvements:	
Road Improvements	$393,223
Water Improvements	$201,785
Sanitary Sewer Improvements	$195,838
Storm Drainage Improvements	$322,314
Landscaping & Retaining Walls	$716,690
Other Soft and Miscellaneous Costs	$749,852
Subtotal	*$2,579,702*
Bond Issuance Costs:	
Cost of Issuance	$249,023
Capitalized interest	$402,050
Reserve Fund	$279,575
Administrative Expense	$35,000
Underwriters Discount	$109,650
Subtotal	*$1,075,298*
Total Uses	**$3,655,000**

The Phase #1 Bonds are anticipated to be issued in 2021 and will be used to finance a portion of the costs of the Phase #1 Projects.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Table IV-B
Estimated Sources and Uses – Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount	$4,465,000	$4,724,000	$9,189,000
Other funding sources	$0	$0	$0
Total Sources	**$4,465,000**	**$4,724,000**	**$9,189,000**
Uses of Funds			
Major Improvements:			
Road Improvements	$88,013	$128,764	$216,777
Water Improvements	$45,164	$66,076	$111,240
Wastewater Improvements	$43,833	$64,129	$107,962
Storm Drainage Improvements	$72,142	$105,544	$177,686
Landscaping & Retaining Walls	$160,413	$234,685	$395,098
Other Soft and Miscellaneous Costs	$167,835	$245,545	$413,380
Subtotal	*$577,401*	*$844,743*	*$1,422,144*
Phase #1 Improvements:			
Roadway Improvements	$839,854	$1,228,714	$2,068,568
Water Improvements	$223,103	$326,402	$549,505
Wastewater Improvements	$324,469	$474,701	$799,169
Storm Drainage Improvements	$316,400	$462,897	$779,297
Other Soft and Miscellaneous Costs	$947,733	$1,386,543	$2,334,275
Subtotal	*$2,651,558*	*$3,879,257*	*$6,530,815*
Bond Issuance Costs:			
Cost of Issuance	$312,092	$0	$312,092
Capitalized interest	$446,500	$0	$446,500
Reserve Fund	$308,500	$0	$308,500
Administrative Expense	$35,000	$0	$35,000
Underwriters Discount	$133,950	$0	$133,950
Subtotal	*$1,236,042*	*$0*	*$1,236,042*
Total Uses	**$4,465,000**	**$4,724,000**	**$9,189,000**

As Future Phases are developed, additional Phased PID Bonds may be issued to finance the Authorized Improvements required for each new phase. Phased PID Bonds may also be issued in one or more series of Bonds.

The annual projected costs and annual projected indebtedness is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Phases #2-3 Major Improvement Annual Installments	Projected Phase #1 Annual Installments
2021	$12,844,000	$12,844,000	$0	$53,275	$364,525
2022	$0	$0	$0	$53,975	$365,675
2023	$0	$0	$0	$310,714	$663,889
2024	$0	$0	$0	$308,142	$660,592
2025	$0	$0	$0	$310,585	$662,110
Total	**$12,844,000**	**$12,844,000**	**$0**	**$1,036,691**	**$2,716,791**

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Major Improvements shown in Table III-A, the Phase #1 Projects shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Phased PID Bonds for each Future Phase, this Table IV-C will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

V. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2-3 Major Improvement Bonds anticipated to be issued in 2021, subsequent financings may be issued over the upcoming decade as the subsequent phases (Phase #2 and Phase #3) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements, if necessary, can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phases #2-3 Major Improvements and Phase #1 Projects shall be allocated as described on the following page:

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

1. The costs of the Major Improvements and portion of the Phase #1 Improvements shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Major Improvement costs are proportionally allocated to the Phases #2-3 Assessed Property and the Phase #1 Assessed Property based on the ratio of total estimated number of units for the Phases #2-3 Assessed Property and the Phase #1 Assessed Property.

3. The Phases #2-3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2-3 Assessed Property based on the total estimated number of units for each Parcel.

4. The Phase #1 Projects costs are allocated to each Parcel within the Phase #1 Assessed Property based on the total estimated number of units for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Major Improvements and Phase #1 Improvements, as applicable.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2-3 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

C. Allocation of Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 301 residential units. Phases #2-3 are projected to contain 546 residential units, resulting in a total projected number of units in the PID of 847. As a result, 35.54 percent of the Actual Costs of Major Improvements (i.e. 301 ÷ 847 = 35.54%) are allocated to the Phase #1 Assessed Property and 64.46 percent of the Actual Costs Major Improvements (i.e., 546 ÷ 847 = 64.46%) are allocated to the Phases #2-3 Assessed Property. The Phases #2-3 Major Improvement Bonds will fund the proportionate share of the Actual Costs of the Major Improvements allocated to Phases #2-3 and the Phase #1 Bonds and Phase #1 Reimbursement Agreement will fund Phase #1's proportionate share of the Actual Costs of the Major Improvements and the Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Estimated Costs
Storm Drainage Improvements	$500,000
Sanitary Sewer Improvements	$303,800
Water Improvements	$313,025
Road Improvements	$610,000
Landscaping & Retaining Walls	$1,111,788
Other Soft and Miscellaneous Costs	$1,163,232
Total Major Improvements	**$4,001,846**
Phase #1	
Projected total number of units	301
% of total units	35.54%
Proportionate Share of Costs	$1,422,144
Phases #2-3	
Projected total number of units	546
% of total units	64.46%
Proportionate Share of Costs	$2,579,702

D. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvements for Phases #2-3

For purpose of this Service and Assessment Plan, the City Council determined that the portion of the Major Improvement costs to be allocated to Phases #2-3 shall be allocated to the Phases #2-3 Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of units anticipated to be developed on each Parcel.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds and Phase #1 Reimbursement Agreement, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

3. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, and the Phase #1 Reimbursement Agreement will be levied on each Parcel or Lot according to the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, as applicable. The Annual Installments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, and the Phase #1 Reimbursement Agreement will be collected on the dates and in the amounts shown on the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix D for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

H. TIRZ CREDIT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 47% of the City's increments generated from each Parcel to offset a portion of such Parcel's Assessments

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

(the "TIRZ Annual Credit Amount"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 12 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI of this Service and Assessment Plan.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3

The Assessment and Annual Installments for each Assessed Property located within Phases #2-3 are shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phases #2-3 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phases #2-3 Major Improvement Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds and Phase #1 Reimbursement Agreement, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

C. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of units to be built on each new subdivided Parcel
D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit or the Phases #2-3 Major Improvement Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit or the Phases #2-3 Major Improvement Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the Bonds and/or related reimbursement agreement. The Phases #2-3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phases #2-3 based on an estimated interest rate of 5.50% and additional interest at the rate of 0.5% for the Additional Interest Reserve. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phase #1 based on an estimated interest rate of 5.00% for the Phase #1 Bonds and 5.00% for the Phase #1 Reimbursement Agreement, and an additional interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, updated with the actual interest rates on the Bonds, are shown as Appendix E and Appendix F.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve and any applicable TIRZ Credits. Annual Installments shall be collected by the City in the same

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

I. SURPLUS FUNDS REMAINING IN THE PHASES #2-3 MAJOR IMPROVEMENT BOND ACCOUNT

If proceeds from the Phases #2-3 Major Improvement Bonds still remain after all of the Phases #2-3 Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

J. SURPLUS FUNDS REMAINING IN THE PHASE # 1 BOND ACCOUNT

If proceeds from the Phase #1 Bonds and Phase #1 Reimbursement Agreement remain after all of the Phase #1 Projects , are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

VII. THE ASSESSMENT ROLL

A. PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

The City Council has evaluated each Parcel within Phases #2-3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phases #2-3.

The Phases #2-3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phases #2-3 Major Improvements. Table VII-A summarizes the $3,655,000 in special benefit received by the Phases #2-3 Assessed Property from the Phases #2-3 Major Improvements, a portion of the costs of the PID formation, and the Phases #2-3 Major Improvement Bond issuance costs. The par amount of the Phases #2-3 Major Improvement Bonds is $3,655,000, which is equal to the benefit received by the Phases #2-3 Major Improvement Assessed Property. Accordingly, the total Assessment to be applied to all the Phases #2-3 Assessed Property is $3,655,000 plus annual Administrative Expenses. The Assessment for each Phases #2-3 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phases #2-3 Major Improvement Assessment Roll is attached hereto as Appendix E.

Table VII-A
Phases #2-3 Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Phases #2-3 Major Improvement Bonds	
Total Authorized Improvements (a)	*$2,579,702*
PID Formation/Bond Costs of Issuance	
Cost of Issuance	$249,023
Capitalized interest	$402,050
Reserve Fund	$279,575
Administrative Expense	$35,000
Underwriters Discount	$109,650
PID Formation/Bond Cost of Issuance	*$1,075,298*
Total Special Benefit	**$3,655,000**
Special Benefit	
Total Special Benefit	$3,655,000
Projected Special Assessment	$3,655,000
Excess Benefit	**$0**

(a) See Table III-A for details.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

B. PHASE #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phase #1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects. Table VII-B summarizes the $9,189,000 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement is $9,189,000, which is equal to the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $9,189,000 plus annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Phase #1 Bonds	
Phase #1 Reimbursement Agreement	
Total Authorized Improvements (a)	*$7,952,958*
PID Formation/Bond Costs of Issuance	
Reserve Fund	$312,092
Capitalized Interest	$446,500
Underwriter's Discount/Underwriters Counsel	$308,500
Cost of Issuance	$35,000
Underwriters Discount	$133,950
PID Formation/Bond Cost of Issuance	*$1,236,042*
Total Special Benefit	**$9,189,000**
Special Benefit	
Total Special Benefit	$9,189,000
Projected Special Assessment	$9,189,000
Excess Benefit	**$0**

(a) See Table III-B for details.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

C. Future Phase Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g. an appendix will be added as the Assessment Roll for Future Phase).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-3 Major Improvement Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

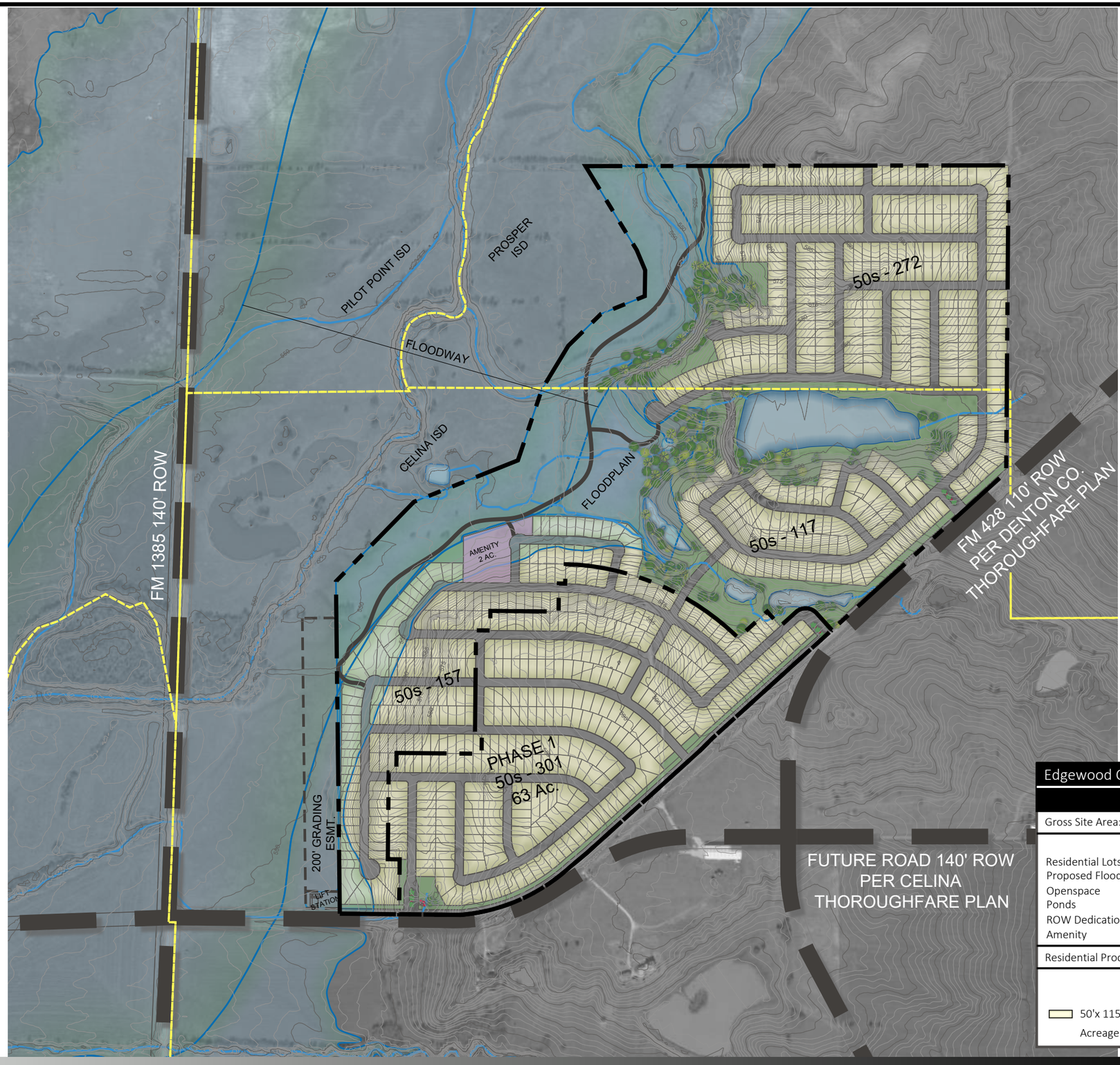
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)



Edgewood Creek Concept Plan 19

DATA TABLE

Gross Site Area:		247 +/-
	Acres	Gross %
Residential Lots	165	67%
Proposed Floodplain	45	18%
Openspace	24	10%
Ponds	9	3%
ROW Dedication	2	1%
Amenity	2	1%

Residential Product Type:

	PHASE 1	FUTURE PHASE	TOTAL
50'x 115' Lot	301	546	847
Acreage	63	184	247

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

EDGEWOOD CREEK DEVELOPMENT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1" = 400'
DATE: AUGUST 2020

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

COMMUNITY NAME: Edgewood Creek
PHASES: Full Development
CITY OR TOWN: Celina ETJ, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	246.5
NET ACREAGE:	182.5
TOTAL LOTS:	**847**
TOTAL DENSITY:	4.64
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	09/25/20
REVISED:	**11/13/20**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**FUTURE**
1	Engineering	$ 2,121,840	$ 932,649	$ 1,189,191
2	Grading Site Preparation	$ 535,089	$ 105,349	$ 429,740
3	Water	$ 1,918,798	$ 549,505	$ 1,369,293
4	Sanitary Sewer	$ 2,375,579	$ 799,169	$ 1,576,410
5	Storm Drain	$ 2,287,485	$ 779,297	$ 1,508,188
6	Street Improvements	$ 6,523,050	$ 1,959,568	$ 4,563,482
7	Screening/Landscape/Ret Walls	$ -	$ -	$ -
8	Dry Utilities	$ 109,000	$ 109,000	$ -
9	MSUD Water & Sewer - Escrow	$ -	$ -	$ -
10	Contingency 5%	$ 777,664	$ 256,277	$ 521,387
11	District Formation Costs	$ -	$ -	$ -
12	FM 428 Improvements	$ -	$ -	$ -
13	ROW Acquisition	$ 3,040,000	$ 1,040,000	$ 2,000,000
		$ 19,688,506	$ 6,530,815	$ 13,157,691

Major Improvements Costs		**TOTALS**	**PHASE 1**	**FUTURE**
1	Engineering	$ 1,038,809	$ 422,192	$ 616,617
2	Grading Site Preparation	$ -	$ -	
3	Water	$ 906,449	$ 313,025	$ 593,424
4	Sanitary Sewer	$ 818,135	$ 303,800	$ 514,335
5	Storm Drain	$ 500,000	$ 500,000	$ -
6	Street Improvements	$ 610,000	$ 610,000	$ -
7	Screening/Landscape/Ret Walls/ Trail	$ 2,119,188	$ 1,111,788	$ 1,007,400
8	Dry Utilities	$ -	$ -	$ -
9	MSUD Water & Sewer - Escrow	$ -	$ -	$ -
10	Contingency 5%	$ 375,229	$ 163,040	$ 212,189
11	District Formation Costs	$ 578,000	$ 578,000	$ -
12	FM 428 Improvements	$ 1,887,000		$ 1,887,000
13	ROW Acquisition			
		$ 8,832,811	$ 4,001,846	$ 4,830,965

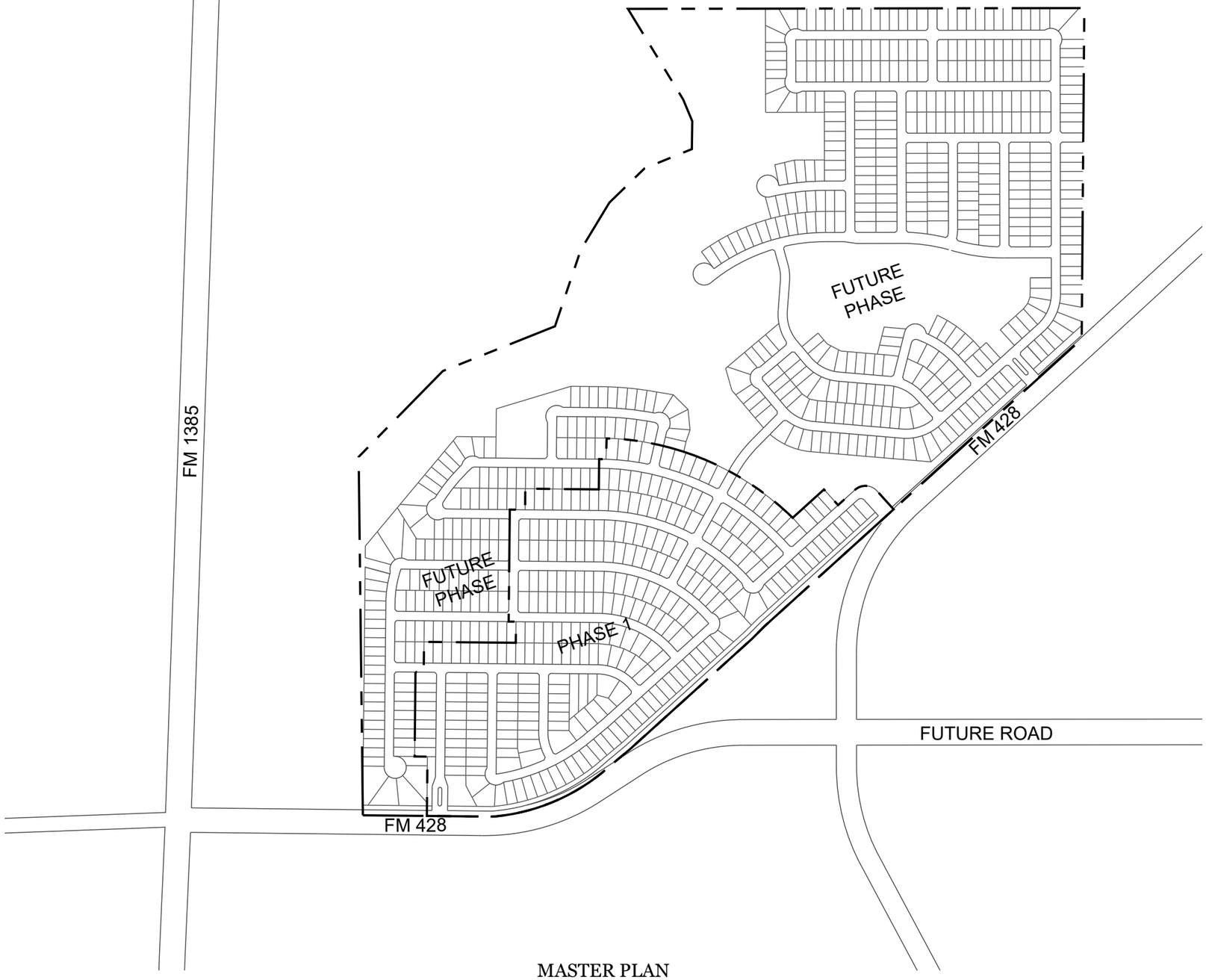
Private Costs		**TOTALS**	**PHASE 1**	**FUTURE**
1	Engineering	$ 445,013	$ 15,165	$ 429,848
2	Grading Site Preparation	$ 4,085,714	$ 1,257,553	$ 2,828,161
3	Water	$ -	$ -	$ -
4	Sanitary Sewer	$ -	$ -	$ -
5	Storm Drain	$ -	$ -	$ -
6	Street Improvements	$ -	$ -	$ -
7	Screening/Landscape/Ret Walls	$ 2,820,814	$ 1,001,800	$ 1,819,014
8	Dry Utilities	$ 1,119,794	$ 421,400	$ 698,394
9	MSUD Water & Sewer - Escrow	$ 1,600,000	$ 1,600,000	$ -
10	Contingency 5%	$ 484,817	$ 214,796	$ 270,021
11	District Formation Costs	$ -	$ -	$ -
12	FM 428 Improvements	$ -	$ -	
13	City Assessment Fee	$ 250,000	$ 250,000	$ -
14	Amenity Center Improvements	$ 1,500,000	$ 1,500,000	$ -
15	Rollback Taxes	$ 140,400	$ 140,400	$ -
		$ 12,446,551	$ 6,401,113	$ 6,045,438
TOTALS		***$ 40,967,867***	***$ 16,933,773***	***$ 24,034,094***
per lot		***$ 48,368***	***$ 56,258***	***$ 44,018***
	50' Lots	847	301	546
	Total Lots	***847***	***301***	***546***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)



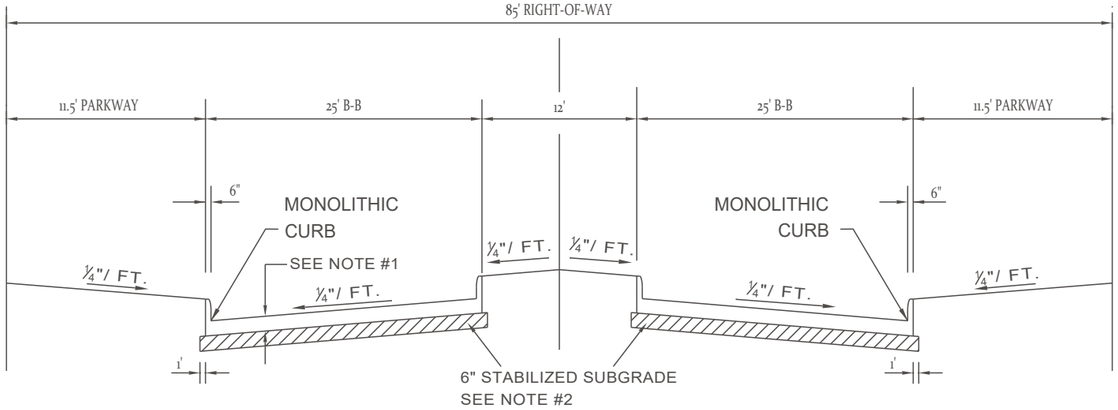
MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

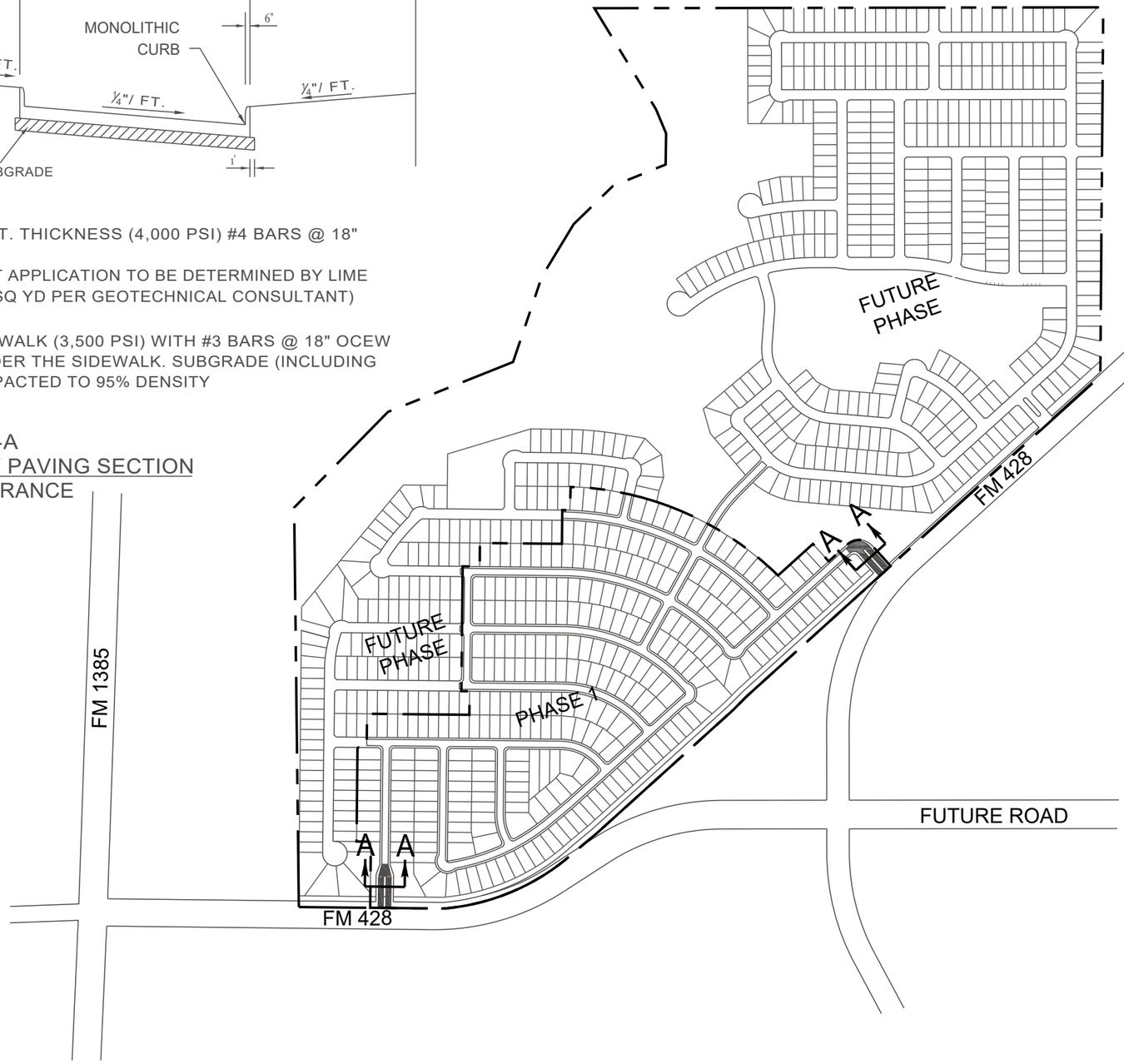
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NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION A-A
TYPICAL DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE
SCALE: NTS



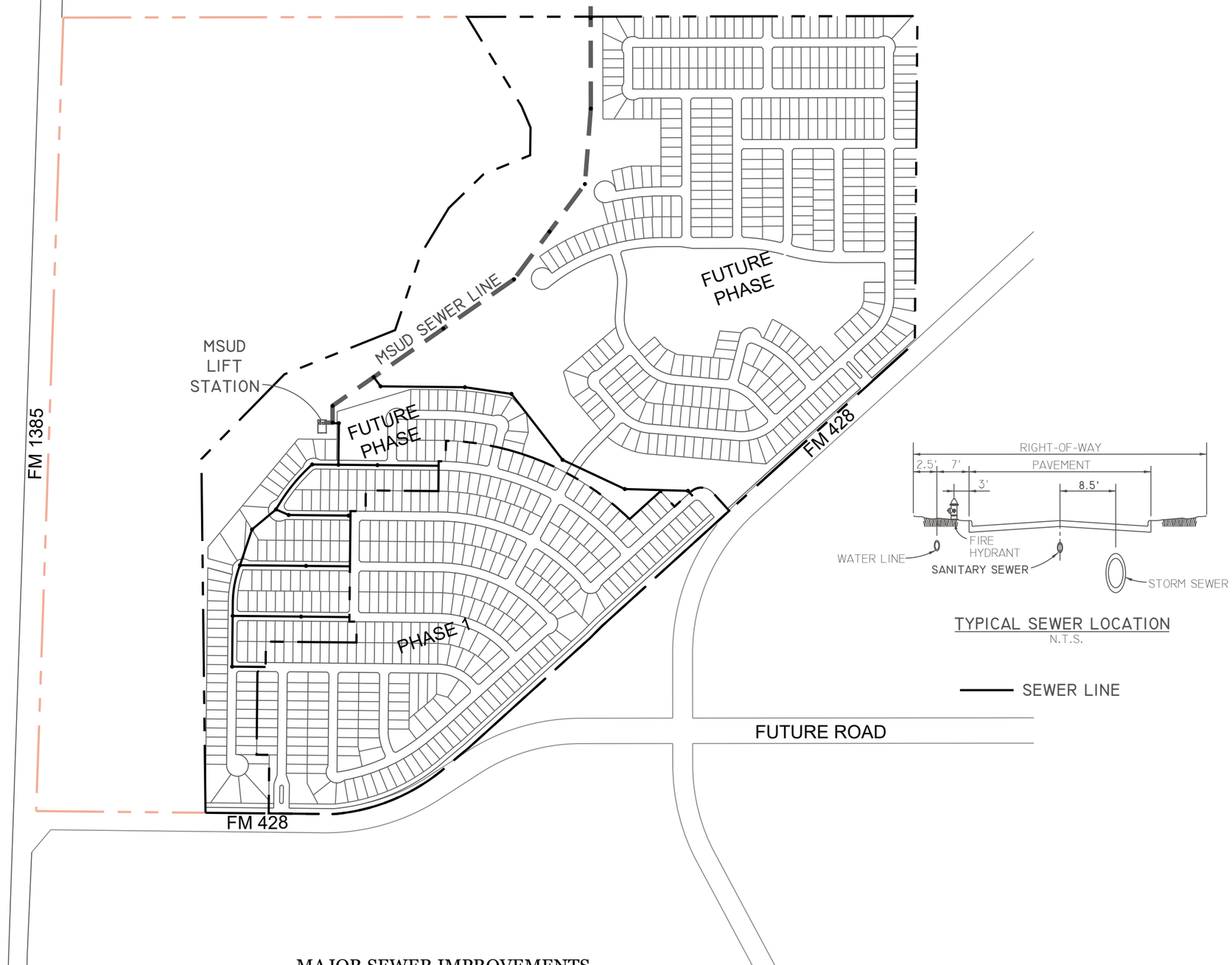
MAJOR ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

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TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

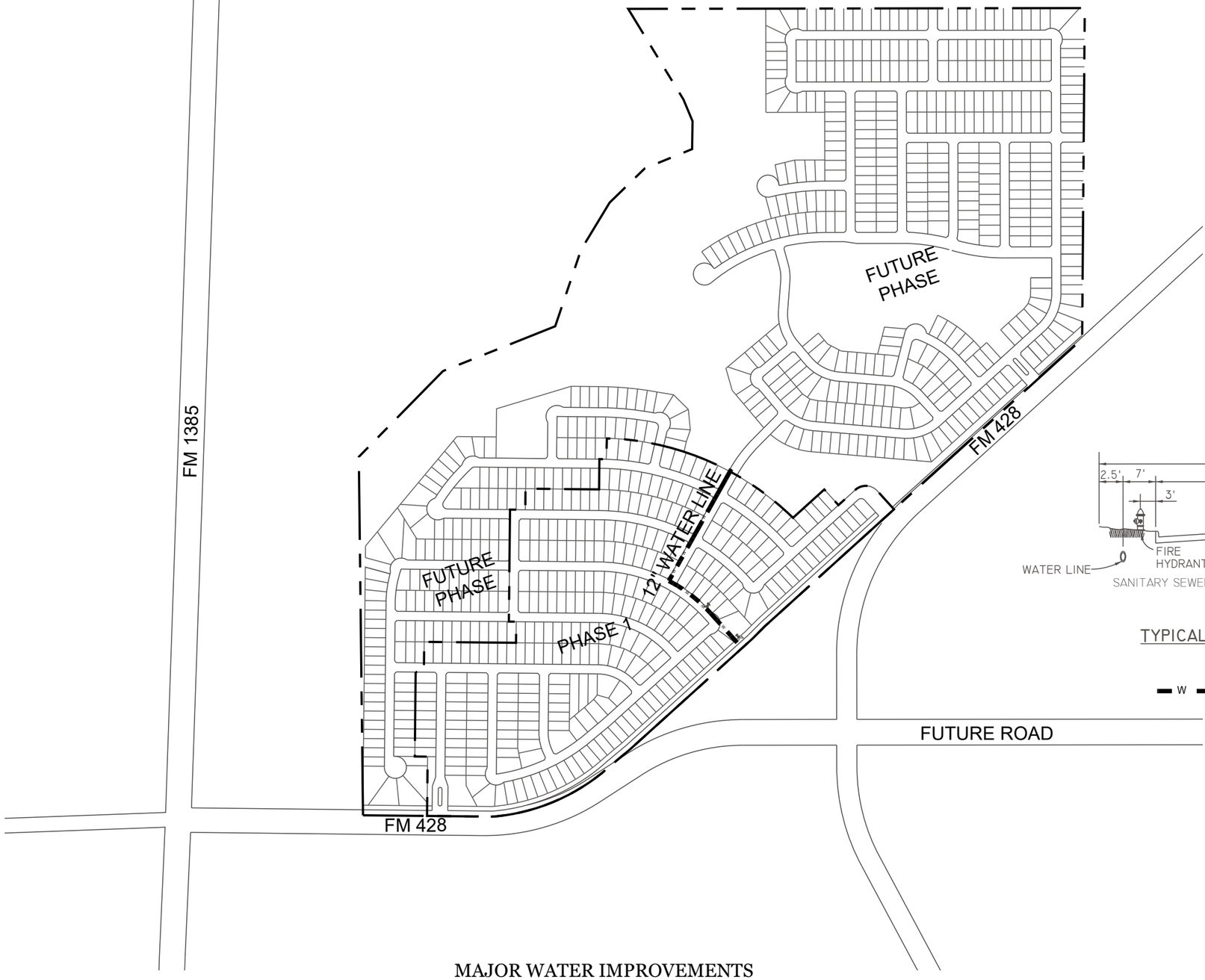
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EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

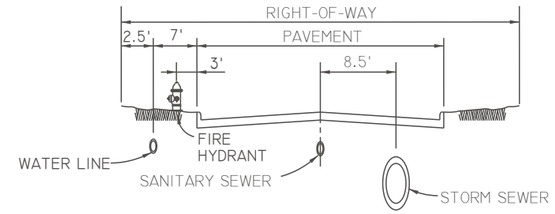
BARRAZA CONSULTING GROUP, LLC
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DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

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TYPICAL WATER LOCATION
N.T.S.

W 12" WATER LINE

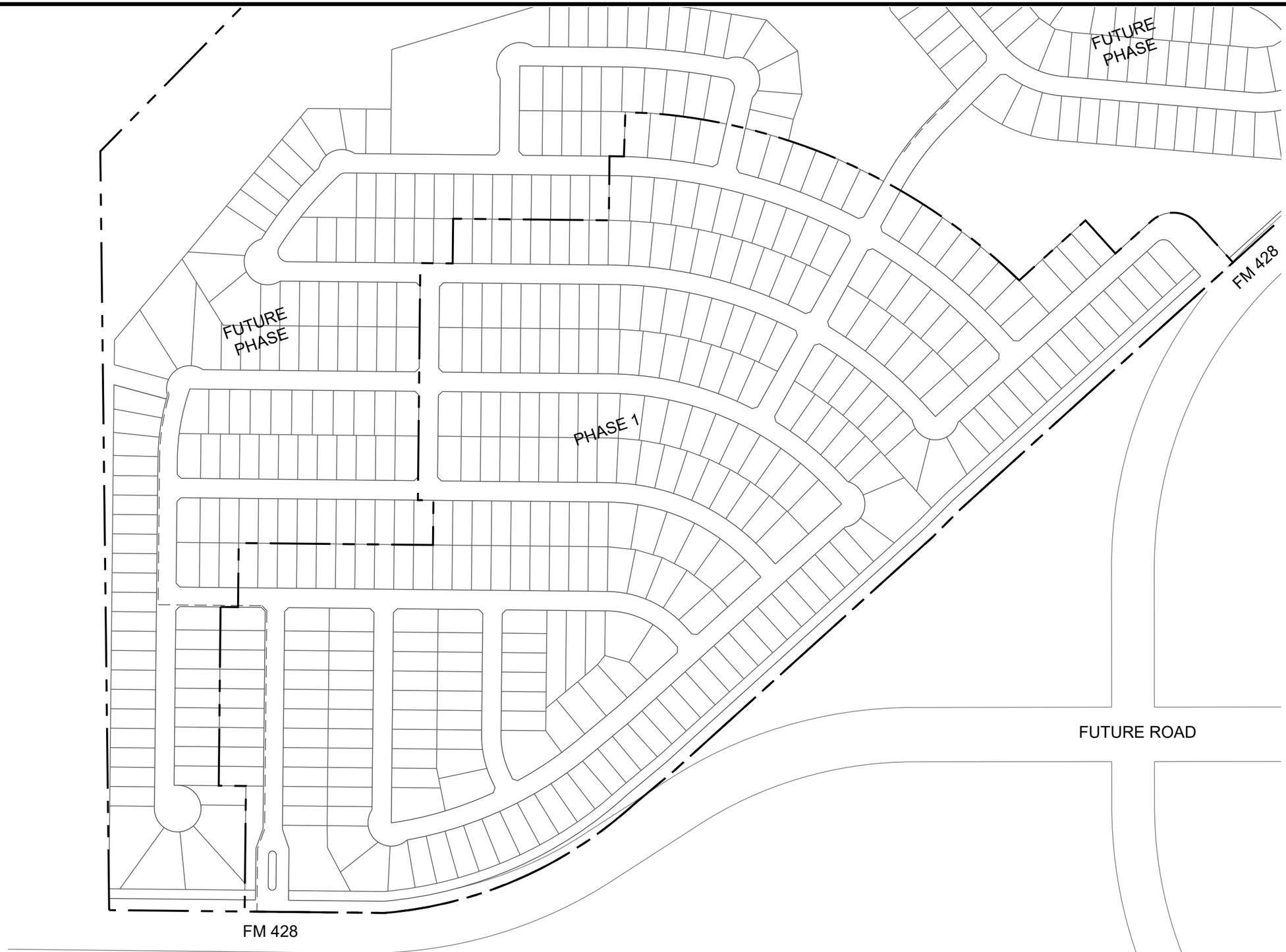
MAJOR WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

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PHASE 1 MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

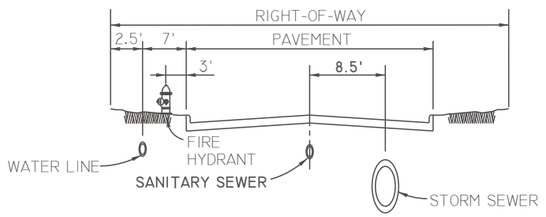
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1" = 200'
DATE: AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

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TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

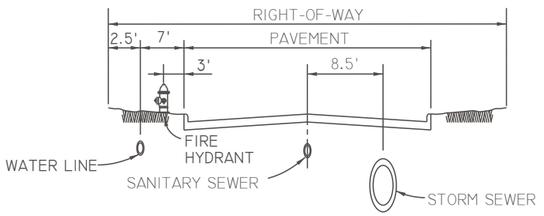
SCALE:

DATE:AUGUST 2020

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)





TYPICAL WATER LOCATION
N.T.S.

— W — WATER LINE

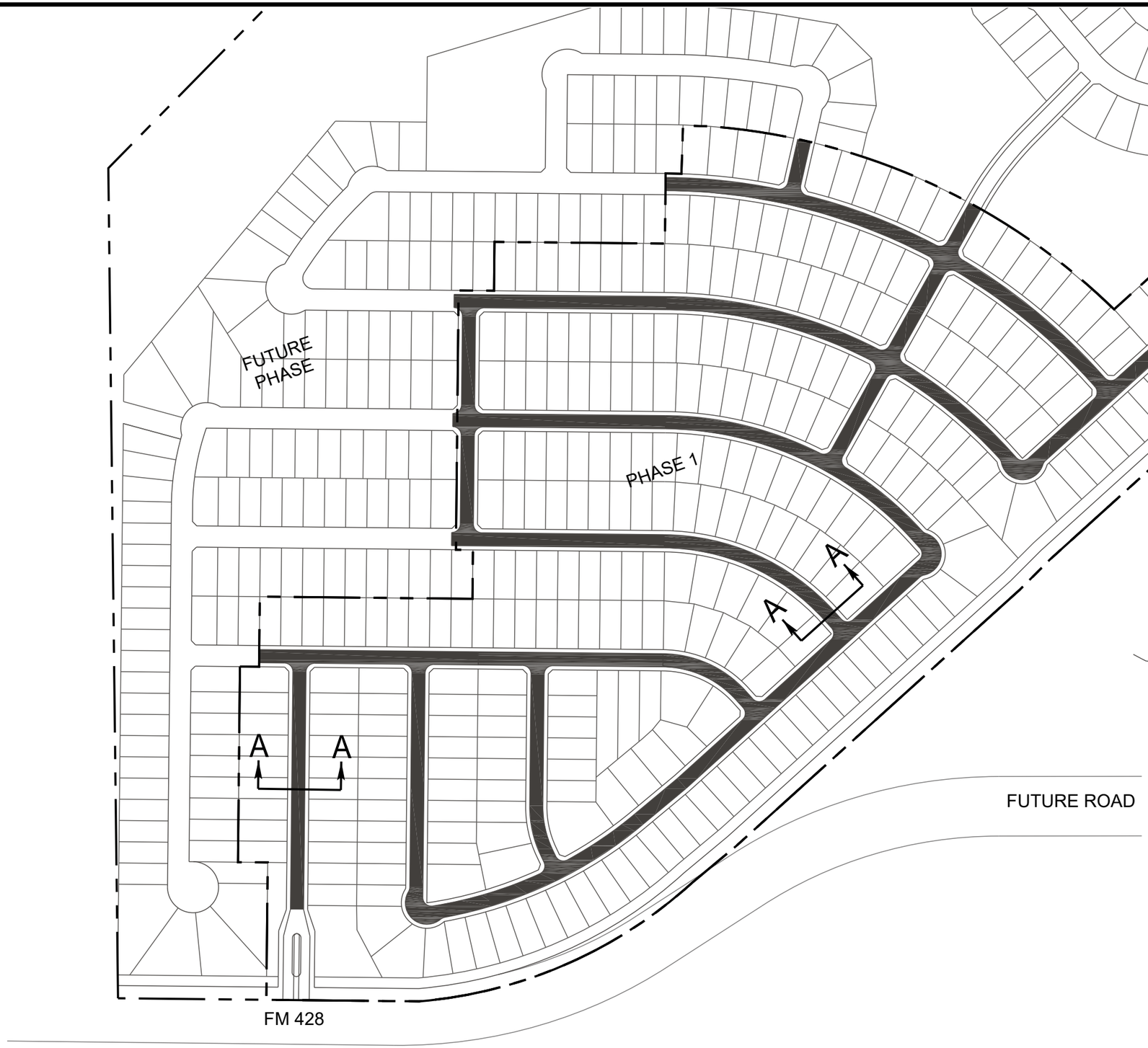
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

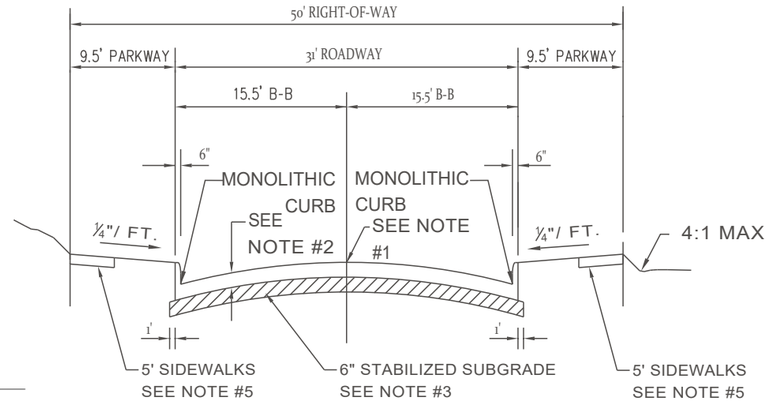
PHASE 1 WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1" = 200'
DATE: AUGUST 2020

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Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)





NOTES:

1. 6" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #4 BARS @ 18" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE:

DATE:AUGUST 2020

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

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APPENDIX D
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table D-1
Proposed Development within the PID

Description	Proposed Development	
50 Ft Lots	847	units
	847	**units**

Table D-2 below shows the proposed residential units within Phase #1.

Table D-2
Proposed Development – Phase #1

Description	Proposed Development	
50 Ft Lots	301	units
	301	**units**

Table D-3 below shows the proposed residential Lot Types within Phases #2-3.

Table D-3
Proposed Development – Phases #2-3

Description	Proposed Development	
50 Ft Lots	546	units
	546	**units**

B) Allocation of Assessments to Lots within Phase #1

The total amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,189,000. As shown above, there are a total of 301 residential units, resulting in an Assessment per Unit of $30,528.24 (i.e. $9,189,000 ÷ 301 = $30,528.24).

Table D-4 on the following page sets forth the Assessment per dwelling unit within Phase #1.

Table D-4
Assessment Per Unit – Phase #1

Description	Planned No. of Units	Assessment per Unit		Total Assessments
50 Ft Lots	301	$30,528.24	per dwelling unit	$9,189,000
Total	**301**			**$9,189,000**

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table D-5 below.

Table D-5
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	301	$45,500	$300,000	$30,528.24	1.49	9.83

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table D-6 below.

Table D-6
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
50 Ft Lots	301	$45,500	$300,000	$2,228	$4.90	$0.74

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

C) Allocation of Phases #2-3 Major Improvement Assessments to Lot Types in Phases #2-3

The total amount of the Phases #2-3 Major Improvement Bonds, which represents the total Assessment to be allocated on all Parcels within Phases #2-3, is $3,655,000. As shown above, there are a total of 546 residential units, resulting in an Assessment per Unit of $6,694.14 (i.e. $3,655,000 ÷ 546 = $6,694.14).

Table D-7 on the following page sets forth the Assessment per dwelling unit for within Phases #2-3.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Table D-7
Assessment Per Unit – Phases #2-3 Major Improvements

Description	Planned No. of Units	Assessment per Unit	Total Assessments
50 Ft Lots	546	$6,694.14 per dwelling unit	3,655,000
Total	**546**		**3,655,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within Phases #2-3 is shown in Table D-8 below.

Table D-8
Projected Leverage – Phases #2-3 Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	546	$45,500	$300,000	$6,694.14	6.80	44.82

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within Phases #2-3 is shown in Table D-9 below.

Table D-9
Estimated Tax Rate Equivalent per unit – Phases #2-3 Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
50 Ft Lots	546	$45,500	$300,000	$588.10	$1.29	$0.20

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

APPENDIX E
PROPOSED PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Appendix E
Proposed Phases #2-3 Major Improvement Assessment Roll

Parcel	**All Parcels**
Units	**546**
Assessment	**$3,655,000**

Year [1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/2021	$0	$201,025	$35,000	$18,275	$0	($201,025)	$53,275
9/30/2022	$0	$201,025	$35,700	$18,275	$0	($201,025)	$53,975
9/30/2023	$55,000	$201,025	$36,414	$18,275	$0	$0	$310,714
9/30/2024	$55,000	$198,000	$37,142	$18,000	$0	$0	$308,142
9/30/2025	$60,000	$194,975	$37,885	$17,725	$0	$0	$310,585
9/30/2026	$65,000	$191,675	$38,643	$17,425	$0	$0	$312,743
9/30/2027	$65,000	$188,100	$39,416	$17,100	$0	$0	$309,616
9/30/2028	$70,000	$184,525	$40,204	$16,775	$0	$0	$311,504
9/30/2029	$75,000	$180,675	$41,008	$16,425	$0	$0	$313,108
9/30/2030	$80,000	$176,550	$41,828	$16,050	$0	$0	$314,428
9/30/2031	$85,000	$172,150	$42,665	$15,650	$0	$0	$315,465
9/30/2032	$90,000	$167,475	$43,518	$15,225	$0	$0	$316,218
9/30/2033	$95,000	$162,525	$44,388	$14,775	$0	$0	$316,688
9/30/2034	$100,000	$157,300	$45,276	$14,300	$0	$0	$316,876
9/30/2035	$105,000	$151,800	$46,182	$13,800	$0	$0	$316,782
9/30/2036	$115,000	$146,025	$47,105	$13,275	$0	$0	$321,405
9/30/2037	$120,000	$139,700	$48,047	$12,700	$0	$0	$320,447
9/30/2038	$130,000	$133,100	$49,008	$12,100	$0	$0	$324,208
9/30/2039	$135,000	$125,950	$49,989	$11,450	$0	$0	$322,389
9/30/2040	$145,000	$118,525	$50,988	$10,775	$0	$0	$325,288
9/30/2041	$150,000	$110,550	$52,008	$10,050	$0	$0	$322,608
9/30/2042	$160,000	$102,300	$53,048	$9,300	$0	$0	$324,648
9/30/2043	$170,000	$93,500	$54,109	$8,500	$0	$0	$326,109
9/30/2044	$180,000	$84,150	$55,191	$7,650	$0	$0	$326,991
9/30/2045	$190,000	$74,250	$56,295	$6,750	$0	$0	$327,295
9/30/2046	$205,000	$63,800	$57,421	$5,800	$0	$0	$332,021
9/30/2047	$215,000	$52,525	$58,570	$4,775	$0	$0	$330,870
9/30/2048	$230,000	$40,700	$59,741	$3,700	$0	$0	$334,141
9/30/2049	$245,000	$28,050	$60,936	$2,550	$0	$0	$336,536
9/30/2050	$265,000	$14,575	$62,155	$1,325	($279,575)	$0	$63,480
Total	**$3,655,000**	**$4,056,525**	**$1,419,883**	**$368,775**	**($279,575)**	**($402,050)**	**$8,818,558**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming an estimated 5.50% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

APPENDIX F
PROPOSED PHASE #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Appendix F
Proposed Phase #1 Assessment Roll

Parcel	
Units	**All Parcels**
Assessment	**301**
	$9,189,000

Year [1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment
9/30/2021	$223,250	$307,200	$35,000	$22,325	$0	($223,250)	$364,525
9/30/2022	$223,250	$307,650	$35,700	$22,325	$0	($223,250)	$365,675
9/30/2023	$298,250	$306,900	$36,414	$22,325	$0	$0	$663,889
9/30/2024	$294,500	$307,000	$37,142	$21,950	$0	$0	$660,592
9/30/2025	$295,750	$306,900	$37,885	$21,575	$0	$0	$662,110
9/30/2026	$296,750	$307,600	$38,643	$21,175	$0	$0	$664,168
9/30/2027	$297,500	$307,050	$39,416	$20,750	$0	$0	$664,716
9/30/2028	$298,000	$307,300	$40,204	$20,300	$0	$0	$665,804
9/30/2029	$298,250	$307,300	$41,008	$19,825	$0	$0	$666,383
9/30/2030	$298,250	$307,050	$41,828	$19,325	$0	$0	$666,453
9/30/2031	$298,000	$307,550	$42,665	$18,800	$0	$0	$667,015
9/30/2032	$297,500	$307,750	$43,518	$18,250	$0	$0	$667,018
9/30/2033	$301,750	$307,650	$44,388	$17,675	$0	$0	$671,463
9/30/2034	$300,500	$307,250	$45,276	$17,050	$0	$0	$670,076
9/30/2035	$299,000	$307,550	$46,182	$16,400	$0	$0	$669,132
9/30/2036	$302,250	$307,500	$47,105	$15,725	$0	$0	$672,580
9/30/2037	$300,000	$307,100	$48,047	$15,000	$0	$0	$670,147
9/30/2038	$302,500	$307,350	$49,008	$14,250	$0	$0	$673,108
9/30/2039	$299,500	$307,200	$49,989	$13,450	$0	$0	$670,139
9/30/2040	$301,250	$307,650	$50,988	$12,625	$0	$0	$672,513
9/30/2041	$302,500	$307,650	$52,008	$11,750	$0	$0	$673,908
9/30/2042	$303,250	$307,200	$53,048	$10,825	$0	$0	$674,323
9/30/2043	$303,500	$307,300	$54,109	$9,850	$0	$0	$674,759
9/30/2044	$303,250	$306,900	$55,191	$8,825	$0	$0	$674,166
9/30/2045	$302,500	$307,000	$56,295	$7,750	$0	$0	$673,545
9/30/2046	$306,250	$307,550	$57,421	$6,625	$0	$0	$677,846
9/30/2047	$304,250	$307,500	$58,570	$5,425	$0	$0	$675,745
9/30/2048	$306,750	$306,850	$59,741	$4,175	$0	$0	$677,516
9/30/2049	$308,500	$307,600	$60,936	$2,850	$0	$0	$679,886
9/30/2050	$304,500	$307,650	$62,155	$1,450	($308,500)	$0	$367,255
Total	**$8,871,250**	**$9,219,700**	**$1,419,883**	**$440,625**	**($308,500)**	**($446,500)**	**$19,196,458**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Annual Installments are calculated assuming an estimated 5.00% interest rate on the Phase #1 Bonds.

2- Annual Installments are calculated assuming an estimated 5.00% interest rate on the Phase #1 Reimbursement Agreement

4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Edgewood Creek Phases #2-3 - PID Levy)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: 2021 Certificates of Obligation

Action Requested:
Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Stovall)

Background Information:
On Tuesday, November 10, City Council approved the Notice of Intent to issue $62M. The City completed the publication requirement, in addition to completing the credit rating meetings with Moody's Investors Service and S&P Global Ratings.

The Certificates of Obligation, Series 2021 received from Moody's Investors Service an assigned rating of 'Aa3'. S&P Global Ratings assigned its 'AA'/ Stable rating to the issue. At the same time, S&P Global Ratings affirmed its 'AA' long-term rating on the city's previously issued parity general obligation debt. Factors that could lead to an upgrade in the rating include continued tax base growth, moderated debt levels, and diversification of primary revenue sources.

The pricing of the Certificates of Obligation occurs on Tuesday January 21, with final pricing subject to City Council approval.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Issuance of Certificate of Obligation Bonds in the amount of $30 million for the Water/ Wastewater Utility projects and $32 million for General Government projects.

Legal Review:
Completed by Bond Counsel

Supporting Documents:
Draft Bond Ordinance

Staff Recommendation:
Approval

ORDINANCE NO. 2021-_____

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $62,000,000 for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (ii) constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iv) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) constructing, equipping and improving existing municipal buildings, including the acquisition of land therefor, (vi) acquiring land for future City Hall, (vii) constructing a downtown community municipally owned parking lot, including the acquisition of land and rights-of-way therefor, (viii) designing, constructing, improving and equipping a municipal government complex, including the acquisition of land and rights-of-way therefor and (ix) professional services rendered in connection therewith; has been (a) duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on _____, 2020 and _____, 2020, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

amount of $_____ to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (ii) constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iv) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) constructing, equipping and improving existing municipal buildings, including the acquisition of land therefor, (vi) acquiring land for future City Hall, (vii) constructing a downtown community municipally owned parking lot, including the acquisition of land and rights-of-way therefor, (viii) designing, constructing, improving and equipping a municipal government complex, including the acquisition of land and rights-of-way therefor and (ix) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated January 1, 2021 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on September 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchaser at the rates per annum shown above in this Section (calculated on

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on March 1 and September 1 of each year, commencing March 1, 2022 until maturity or prior redemption.

SECTION 3: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of U.S. Bank National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates maturing on and after September 1, 20___ shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 20___, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least forty five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by $5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the single Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the single Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Certificates”, evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Certificates” shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
January 1, 2021	_____%	September 1, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing March 1, 2022, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (ii) constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

projects and enhancements, (iv) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) constructing, equipping and improving existing municipal buildings, including the acquisition of land therefor, (vi) acquiring land for future City Hall, (vii) constructing a downtown community municipally owned parking lot, including the acquisition of land and rights-of-way therefor, (viii) designing, constructing, improving and equipping a municipal government complex, including the acquisition of land and rights-of-way therefor and (ix) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after September 1, 20___ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 20___ or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of $1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in St. Paul, Minnesota, is the "Designated Payment/Transfer Office" for this Certificate.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

_____

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

_____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____
Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED NO. T-1 REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date: January 1, 2021

Registered Owner: _____

Principal Amount: _____ MILLION _____ HUNDRED THOUSAND DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS ($)	INTEREST RATE (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing March 1, 2022, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which

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is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Gross Revenues" shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

(h) The term "Net Revenues" shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System's Operating and Maintenance Expenses.

(i) The term "Operating and Maintenance Expenses" shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues". Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(l) The term "System" shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2021 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall

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cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

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(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to $1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such $1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.

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Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by

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a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent

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accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

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"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which

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is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

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(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Sale of Certificates – Official Statement Approval. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to said Purchaser at the price of par plus a cash premium of $_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name as provided in the winning bid.

The use of the Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement which reflects the terms of sale (together with such changes

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approved by the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated January 12, 2021, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content authorized to be delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the

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Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

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"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the City of the general type of information contained in tables 1 through 6, 8 through 14, 19 and 20 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2021, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
(7) Modifications to rights of holders of the Certificates, if material;
(8) Certificate calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets,

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other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary or Bond Counsel to the

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

PASSED AND ADOPTED, this January 12, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

Attachment: CELINA CO 2021 - Ordinance (003) (2021 Certificates of Obligation)



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 12, 2021
Re:	Master Fee Chart Revision Ordinance

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

Background Information:
Refer to the attached document for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Ordinance
- Redlined Fee Chart

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 4 BUSINESS REGULATIONS, AND APPENDIX A: FEE SCHEDULE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council is empowered to recover costs through the collection of various fees;

WHEREAS, the City Council has elected to postpone certain fee increases set to take effect on January 21, 2021; and

WHEREAS, it is in the best interest of the public health, safety, and welfare that the City's fee schedule be revised.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

SECTION 3
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Appendix A Fee Schedule is hereby amended by way of replacement to read as contained in the attached Exhibit A.

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

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

Any person, firm or corporation violating any of the provisions or terms of this

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars ($500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this12th day of January 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 MISCELLANEOUS FEES

Sec. A1.001 Copies of fire and police reports and other special documents

(a) Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providi Copies of Public Information.

(b) Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.

Sec. A1.002 Copies of public information

Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.

Sec. A1.003 Copies of booklets

The city, from time to time, has produced for its use booklets related to city policy or financial statements. These are produced by personnel other than city personnel.

(1) Financial statements or year-end audits: fee as listed on the City of Celina Master Fee Chart.

(2) Code of Ordinances: fee as listed on the City of Celina Master Fee Chart.

(3) Comprehensive plan with maps: fee as listed on the City of Celina Master Fee Chart.

Sec. A1.004 Library fees

(a)

(1) Overdue books, audio books, music CDs and magazines: fee as listed on the City of Celina Master Fee Chart.

(2) Overdue DVDs: fee as listed on the City of Celina Master Fee Chart.

(3) Maximum fine: Replacement cost of the item documented in the library database record.

(4) Replacement library card: fee as listed on the City of Celina Master Fee Chart.

(5) Damaged audio/visual cases: fee as listed on the City of Celina Master Fee Chart.

(6) Lost or damaged material: Replacement cost of the item documented in the library database record.

(7) Copies and printing: fee as listed on the City of Celina Master Fee Chart.

(8) Fax (sending and receiving): fee as listed on the City of Celina Master Fee Chart.

(b) Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item pl $5.00 processing fee is added to the borrower's record.

Sec. A1.005 Senior center room

(a) Deposit: fee as listed on the City of Celina Master Fee Chart.

(b) Rental fee: fee as listed on the City of Celina Master Fee Chart.

Sec. A1.006 Special events

(a) Special event permits: fee as listed on the City of Celina Master Fee Chart.

(b) Special events, tents: fee as listed on the City of Celina Master Fee Chart.

Sec. A1.007 Permit for open burning

Open burn permit: fee as listed on the City of Celina Master Fee Chart.

Sec. A1.008 Parks and recreation

(a) Practice/tournament. Fees required as listed on the City of Celina Master Fee Chart.

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

(1) Practice. When field layout and markings are not required for the designated activity.

(2) Tournament. A sporting event made up of a series of games, rounds, or contests between teams.

(b) Additional facility costs.

(1) Lighting (per field/per hour): fee as listed on the City of Celina Master Fee Chart.

(2) Game preparation (baseball/softball): fee as listed on the City of Celina Master Fee Chart.

(3) Game preparation (multiuse fields): fee as listed on the City of Celina Master Fee Chart.

(4) Baseball/softball field maintenance (per event): fee as listed on the City of Celina Master Fee Chart.

(5) Parks and recreation staff: fee as listed on the City of Celina Master Fee Chart.

(A) After 11:00 p.m., it is mandatory to have one parks representative on site.

(B) At the discretion of the director, more than one parks representative may be required.

(6) Repair of damaged facilities to be paid for at actual cost of labor and materials.

(7) Parks department reserves exclusive right to sale of concession items and use of concession stand unles agreed upon otherwise in rental agreement contract.

(c) Pavilion (per four (4) hours).

(1) Less than 50 attendees: fee as listed on the City of Celina Master Fee Chart.

(2) 51–100 attendees: fee as listed on the City of Celina Master Fee Chart.

(3) More than 100 attendees: fee as listed on the City of Celina Master Fee Chart.

Sec. A1.009 Fingerprinting fee

All requests to have your fingerprints taken require payment of a fee as listed on the City of Celina Master Fee Chart.

Sec. A1.010 Garage sales

Permit required:

(1) All garage sales as allowed by article 4.04 of the code shall obtain a permit.

(2) Garage sale permits shall be issued after payment of a fee as listed on the City of Celina Master Fee Chart.

Sec. A1.011 Alley abandonment fee

Alley abandonment fee: fee as listed on the City of Celina Master Fee Chart.

ARTICLE A2.000 ANIMAL CONTROL RELATED FEES

Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.

ARTICLE A3.000 BUILDING RELATED FEES

Sec. A3.001 Building permits and inspections; contractor registration

(a) New residential 1- and 2-family dwellings.

(1) Residential, new construction building permit fee: fee as listed on the City of Celina Master Fee Chart.

(2) Irrigation fee: fee as listed on the City of Celina Master Fee Chart.

(3) T-pole fee: fee as listed on the City of Celina Master Fee Chart.

(4) Fence fee: fee as listed on the City of Celina Master Fee Chart.

(5) Certificate of occupancy: fee as listed on the City of Celina Master Fee Chart.

(6) Temporary certificate of occupancy: $100.00 per 10 days.

(7) Residential application fee: fee as listed on the City of Celina Master Fee Chart.

(8) Residential plan review fee: fee as listed on the City of Celina Master Fee Chart.

(9) Residential revised plan review fee: fee as listed on the City of Celina Master Fee Chart.

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

(10) Expired permits: fee as listed on the City of Celina Master Fee Chart.

(11) Reinspection fee: fee as listed on the City of Celina Master Fee Chart.

(12) Reinstated permit fee: fee as listed on the City of Celina Master Fee Chart.

(13) Park fee: fee as listed on the City of Celina Master Fee Chart.

(14) Building activity fee: fee as listed on the City of Celina Master Fee Chart.

(15) Technology fee: fee as listed on the City of Celina Master Fee Chart.

(16) Outdoor warning device: If applicable per development agreement.

(b) Residential remodel/addition/accessory or dwelling structures.

(1) Building permit fee: fee as listed on the City of Celina Master Fee Chart.

(2) Application fee: fee as listed on the City of Celina Master Fee Chart.

(3) Plan review fee: fee as listed on the City of Celina Master Fee Chart.

(4) Revised plan review: fee as listed on the City of Celina Master Fee Chart.

(5) Reinspection fee: fee as listed on the City of Celina Master Fee Chart.

(c) Residential miscellaneous permit fees.

(1) After hours inspection: fee as listed on the City of Celina Master Fee Chart.

(2) Application fee: fee as listed on the City of Celina Master Fee Chart.

(3) Demolition: fee as listed on the City of Celina Master Fee Chart.

(4) Curb cut/driveway/flatwork: fee as listed on the City of Celina Master Fee Chart.

(5) Fence: fee as listed on the City of Celina Master Fee Chart.

(6) Foundation repair: fee as listed on the City of Celina Master Fee Chart.

(7) House moving: fee as listed on the City of Celina Master Fee Chart.

(8) Irrigation: fee as listed on the City of Celina Master Fee Chart.

(9) Irrigation repair: fee as listed on the City of Celina Master Fee Chart.

(10) Manufactured home: fee as listed on the City of Celina Master Fee Chart.

(11) Patio cover/deck/outdoor kitchen/garage/shade structure: fee as listed on the City of Celina Master Fee Chart.

(12) Pool/spa: fee as listed on the City of Celina Master Fee Chart.

(13) Refund policy: fee as listed on the City of Celina Master Fee Chart.

(14) Reinspection fee: fee as listed on the City of Celina Master Fee Chart.

(15) Retaining wall: fee as listed on the City of Celina Master Fee Chart.

(16) Roof/roof repair: fee as listed on the City of Celina Master Fee Chart.

(17) Simple grading: fee as listed on the City of Celina Master Fee Chart.

(18) T-pole: fee as listed on the City of Celina Master Fee Chart.

(19) Unauthorized cover up: fee as listed on the City of Celina Master Fee Chart.

(20) Water well drilling: fee as listed on the City of Celina Master Fee Chart.

(d) Residential plumbing/electrical/mechanical trade building permits. fee as listed on the City of Celina Mast Fee Chart.

(e) New commercial building and multifamily dwelling permit fees.

(1) Application fee: fee as listed on the City of Celina Master Fee Chart.

(2) Plan review fee: fee as listed on the City of Celina Master Fee Chart.

(3) Fourth and subsequent plan review fee: fee as listed on the City of Celina Master Fee Chart.

(4) Revised plan check fee: fee as listed on the City of Celina Master Fee Chart.

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

(5) Minor plan revision: fee as listed on the City of Celina Master Fee Chart.

(6) Commercial building permit fee: fee as listed on the City of Celina Master Fee Chart.

(7) Reinspection fee: fee as listed on the City of Celina Master Fee Chart.

(8) Commercial mechanical, electrical, and plumbing permit fees: fee as listed on the City of Celina Maste Fee Chart.

(9) Building activity fee: fee as listed on the City of Celina Master Fee Chart.

(10) Park fee: fee as listed on the City of Celina Master Fee Chart.

(11) Certificate of occupancy: fee as listed on the City of Celina Master Fee Chart.

(12) Temporary certificate of occupancy: fee as listed on the City of Celina Master Fee Chart.

(13) Multifamily building permit fee: fee as listed on the City of Celina Master Fee Chart.

(f) Commercial and multifamily finish out and miscellaneous fees.

(1) Application fee: fee as listed on the City of Celina Master Fee Chart.

(2) Plan review fee: fee as listed on the City of Celina Master Fee Chart.

(3) Revised plan check fee: fee as listed on the City of Celina Master Fee Chart.

(4) Revised plan review fee: fee as listed on the City of Celina Master Fee Chart.

(5) Commercial building permit fee: fee as listed on the City of Celina Master Fee Chart.

(6) Minor plan revisions: fee as listed on the City of Celina Master Fee Chart.

(7) Commercial mechanical, electrical, and plumbing building permit fee: fee as listed on the City of Celin Master Fee Chart.

(8) Demolition: fee as listed on the City of Celina Master Fee Chart.

(9) Clean and show/meter release fee: fee as listed on the City of Celina Master Fee Chart.

(10) Commercial pool fee: fee as listed on the City of Celina Master Fee Chart.

(11) Curb cut/driveway/flatwork fee: fee as listed on the City of Celina Master Fee Chart.

(12) Retaining wall/screen wall/fence fee: fee as listed on the City of Celina Master Fee Chart.

(13) T-pole: fee as listed on the City of Celina Master Fee Chart.

(14) Unauthorized cover-up: fee as listed on the City of Celina Master Fee Chart.

(15) Refund policy: fee as listed on the City of Celina Master Fee Chart.

(16) Reinspection fee: fee as listed on the City of Celina Master Fee Chart.

(17) After hours inspection fee: fee as listed on the City of Celina Master Fee Chart.

(18) Certificate of occupancy: fee as listed on the City of Celina Master Fee Chart.

(19) Temporary certificate of occupancy fee as listed on the City of Celina Master Fee Chart.

(20) Multifamily building permit fee: fee as listed on the City of Celina Master Fee Chart.

(g) Work without permit: Double permit fee.

(h) Flammable liquid storage tank (above or below ground): fee as listed on the City of Celina Master Fee Cha

(i) Commercial parking lot: fee as listed on the City of Celina Master Fee Chart.

(j) Miscellaneous building permit (not covered by building permit-minimum): $100.00.

(k) Development screening walls/fences: fee as listed on the City of Celina Master Fee Chart.

(l) Development retaining walls/commercial retaining walls: fee as listed on the City of Celina Master Fee Chart.

(m) Temporary batch plants: fee as listed on the City of Celina Master Fee Chart.

(n) Signs/promotional event permit fees.

(1) Promotional event (no food): fee as listed on the City of Celina Master Fee Chart.

(2) Promotional event (with food): fee as listed on the City of Celina Master Fee Chart.

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

(3) Signs:

(A) Application fee: fee as listed on the City of Celina Master Fee Chart.

(B) Wall sign: fee as listed on the City of Celina Master Fee Chart.

(C) Monument sign: fee as listed on the City of Celina Master Fee Chart.

(D) Banner sign: fee as listed on the City of Celina Master Fee Chart.

(o) Contractor registration.

(1) General contractor: fee as listed on the City of Celina Master Fee Chart.

(2) Irrigation contractor: fee as listed on the City of Celina Master Fee Chart.

(3) Mechanical contractor: fee as listed on the City of Celina Master Fee Chart.

(4) Sign/electrical sign contractor: fee as listed on the City of Celina Master Fee Chart.

(p) Certified energy code inspection: fee as listed on the City of Celina Master Fee Chart.

(q) Utility installation inspection: fee as listed on the City of Celina Master Fee Chart.

Sec. A3.002 Pools, spas and hot tubs

(a) In ground pools/hot tubs: fee as listed on the City of Celina Master Fee Chart.

(b) Aboveground pools/hot tubs with electric: fee as listed on the City of Celina Master Fee Chart.

Sec. A3.003 Fences and access control gates/retaining walls

(a) Fence fee. Fee as listed on the City of Celina Master Fee Chart.

(b) Commercial. Fee as listed on the City of Celina Master Fee Chart.

(c) Access control and gate fee. Fee as listed on the City of Celina Master Fee Chart. A plan submittal by the owner is required prior to inspection. Fees include plan review, wiring inspection, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a reinspection fee as listed on the City of Celina Master Fee Chart.

(d) Single-family residential retaining wall. Fee as listed on the City of Celina Master Fee Chart.

Sec. A3.004 Certificate of occupancy

All structures that are vacated or have a change of occupant or use will be inspected for compliance with the current codes adopted by the city.

(1) Residential certificate of occupancy (for new construction): Fee as listed on the City of Celina Master Fee Chart.

(2) Commercial certificate of occupancy (new construction or change in occupancy): Fee as listed on the City Celina Master Fee Chart.

Sec. A3.005 Development inspection fee

(a) Application fee: fee as listed on the City of Celina Master Fee Chart.

(b) Private plan review fee: fee as listed on the City of Celina Master Fee Chart.

(c) Public and other subdivision plan review: fee as listed on the City of Celina Master Fee Chart.

(d) Fourth and subsequent plan review fee: fee as listed on the City of Celina Master Fee Chart.

(e) Landscape and hardscape plan review: fee as listed on the City of Celina Master Fee Chart.

(f) Revised plan check fee: fee as listed on the City of Celina Master Fee Chart.

(g) Civil permit fee – private: fee as listed on the City of Celina Master Fee Chart.

(h) Civil permit fee – public: fee as listed on the City of Celina Master Fee Chart.

(i) A development inspection fee shall be charged for the inspection of all improvements dedicated to the city. These improvements include, but are not limited to, streets, parking lots, drainage, water lines, sewer lines and recreational yard facilities. The fee for these inspections will be calculated at 3% of the total cost of improvemen as determined by the city manager. The basis for calculation will be the figures in the current means catalog of actual pricing. Testing laboratory fees are in addition to these fees, however, copies of all tests will be provided to the city.

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Sec. A3.006 Fire inspection fees

(a) Fire alarm inspection fees: fee as listed on the City of Celina Master Fee Chart.

(b) Fire sprinkler system inspection fees: fee as listed on the City of Celina Master Fee Chart.

(c) Fireworks inspection fees: fee as listed on the City of Celina Master Fee Chart.

(d) Access control gate inspection fee: fee as listed on the City of Celina Master Fee Chart.

(e) Miscellaneous fire fees: fee as listed on the City of Celina Master Fee Chart.

Sec. A3.007 House-moving fees

(a) Houses that are moved in must meet the requirements of the subdivision ordinance for exterior coverage an minimum size.

(b) Only certain locations of the city will allow these houses to be installed. The fee for moving in of the house is listed on the City of Celina Master Fee Chart. Additional fees associated with moving in of a house include, bu are limited to driveway, flatwork and gas line inspections.

Sec. A3.008 Drilling and well fees

(a) Well drilling permit. Fee as listed on the City of Celina Master Fee Chart.

(b) Reinspection fees. Fee as listed on the City of Celina Master Fee Chart.

Sec. A3.009 Earthwork permit fees

(a) Permit fees.

(1) Application fee: Fee as listed on the City of Celina Master Fee Chart.

(2) 0–5 acres: Fee as listed on the City of Celina Master Fee Chart.

(3) 5.01–10 acres: Fee as listed on the City of Celina Master Fee Chart.

(4) 10.01 or more acres: Fee as listed on the City of Celina Master Fee Chart.

(b) No permit fees will be charged for grading permits associated with public infrastructure construction. No permit fees will be charged for grading approval on individual single-family lots.

Sec. A3.010 Chapter 212 process fees

(a) Site development fees (civil permit) - chapter 212 process: fee as listed on the City of Celina Master Fee Chart.

(b) Engineering permit fees - chapter 212 process: fee as listed on the City of Celina Master Fee Chart.

ARTICLE A4.000 BUSINESS RELATED FEES

Sec. A4.001 [intentionally omitted]

Sec. A4.002 Peddlers and solicitors

Itinerant vendor, merchant, or peddler fee: fee as listed on the City of Celina Master Fee Chart.

Sec. A4.003 Health permits

(a) All establishments required to be inspected by state law or city ordinance shall pay to the city the fees as listed on the City of Celina Master Fee Chart.

(b) A seasonal permit is for those establishments that are open to the public for 120 days or less during a calendar year.

(c) Reinspections due to failure of inspection will be charged a fee for each inspection until compliance with current statutes and health standards are met.

(d) A fee for permit reinstatement shall be charged for permit lapse, suspension or revocation as listed on the City of Celina Master Fee Chart.

(e) Farmers' market potentially hazardous food vendor fee: Fee as listed on the City of Celina Master Fee Cha

Sec. A4.004 Liquid propane portable container permit (retail)

(a) Display: fee as listed on the City of Celina Master Fee Chart.

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(b) A plan submittal by the owner is required prior to inspection. Fees include plan review, one final in[illegible] and a permit. If a red tag is issued to the contractor during an inspection, there will be a reinspection fee as listed on the City of Celina Master Fee Chart.

Sec. A4.005 [intentionally omitted]

Sec. A4.006 Liquid waste transporter permit fee

(a) Liquid waste transporter permit fee: fee as listed on the City of Celina Master Fee Chart.

(b) A failed inspection will be subject to a reinspection fee as listed on the City of Celina Master Fee Chart.

Sec. A4.007 Miscellaneous annual fees

(a) Public or semi-private pool: fee as listed on the City of Celina Master Fee Chart.

(b) Sustainability Registration: fee as listed on the City of Celina Master Fee Chart.

ARTICLE A5.000 UTILITY RATES AND CHARGES

Sec. A5.001 Water deposits

(a) Residential (each living unit): fee as listed on the City of Celina Master Fee Chart.

(b) Business (fewer than 5 employees): fee as listed on the City of Celina Master Fee Chart.

(c) Business (5 employees or more): fee as listed on the City of Celina Master Fee Chart.

(d) Restaurant/grocery store: fee as listed on the City of Celina Master Fee Chart.

(e) Cleaners/laundromats: fee as listed on the City of Celina Master Fee Chart.

(f) All two-inch meters: fee as listed on the City of Celina Master Fee Chart.

Sec. A5.002 Water rates

(a) Residential.

(1) Inside city (W1 residential).

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$23.84	$24.56
1"	$40.10	$41.30
1-1/2"	$80.21	$82.61
2"	$128.33	$132.18

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–10,000	$5.21	$5.37
10,001–20,000	$7.89	$8.13
20,001–30,000	$9.29	$9.57
30,001 above	$13.41	$13.81

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(2) Outside city (W2 residential outside).

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$35.77	$36.84
1"	$60.15	$60.95
1-1/2"	$120.31	$123.92
2"	$192.50	$198.28

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–10,000	$7.82	$8.05
10,001–20,000	$11.84	$12.19
20,001–30,000	$13.94	$14.35
30,001 above	$20.12	$20.72

(b) Commercial.

(1) Inside city (W3 commercial).

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$28.64	$29.50
1"	$50.13	$51.63
1-1/2"	$100.26	$103.27
2"	$160.41	$165.22
3"	$240.61	$247.83
4"	$401.02	$413.05

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–10,000	$5.21	$5.37
10,001–20,000	$7.89	$8.13

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20,001–30,000	$9.29	$9.57
30,001 above	$13.41	$13.81

(2) Outside city (W4 commercial outside).

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$42.97	$44.26
1"	$75.20	$77.45
1-1/2"	$150.39	$154.90
2"	$240.62	$247.84
3"	$360.91	$371.74
4"	$601.53	$619.58

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–10,000	$7.82	$8.05
10,001–20,000	$11.84	$12.19
20,001–30,000	$13.94	$14.35
30,001 above	$20.12	$20.72

(c) Temporary water service. Temporary water service may be established at a residential structure for cleanin at the rate listed on the City of Celina Master Fee Chart.

(d) Bulk water sales. Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

Sec. A5.003 Sewer rates

(a) Residential.

(1) Inside city.

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$23.44	$25.54
1"	$42.11	$45.90

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1-1/2"	$78.59	$85.66
2"	$134.72	$146.85

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–5,000	$5.84	$6.37
5,001–maximum	$7.23	$7.88
Maximum gallons	13,000	12,000

(2) Outside city.

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$35.15	$38.32
1"	$63.16	$68.84
1-1/2"	$117.88	$128.49
2"	$202.09	$220.27

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–5,000	$8.76	$9.55
5,001–maximum	$10.85	$11.82
Maximum gallons	13,000	12,000

(b) Commercial.

(1) Inside city.

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$28.07	$30.59
1"	$52.64	$57.37
1-1/2"	$98.24	$107.08
2"	$168.41	$183.56

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4"	$421.01	$458.90

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–above	$6.37	$6.94

(2) Outside city.

(A) Monthly minimum charge:

	Effective Feb-19	Effective Jan-20
3/4"	$42.10	$45.89
1"	$78.95	$86.06
1-1/2"	$147.36	$160.63
2"	$252.61	$275.34
4"	$631.52	$688.36

(B) Volume rate/1,000 gal:

	Effective Feb-19	Effective Jan-20
2,001–above	$9.55	$10.41

Sec. A5.004 Garbage collection

(a) Residential collection rates (plus applicable sales tax):

(1) Trash: fee as listed on the City of Celina Master Fee Chart.

(2) Recycling: fee as listed on the City of Celina Master Fee Chart.

(3) Extra cart: fee as listed on the City of Celina Master Fee Chart.

(b) Residential collection rates, senior citizen account holder (plus applicable sales tax):

(1) Trash: fee as listed on the City of Celina Master Fee Chart.

(2) Recycling: fee as listed on the City of Celina Master Fee Chart.

(3) Extra cart: fee as listed on the City of Celina Master Fee Chart.

(c) Commercial collection rates: fee as listed on the City of Celina Master Fee Chart.

Sec. A5.005 Water and sewer service charges

(a) Disconnect/reconnect fee: fee as listed on the City of Celina Master Fee Chart.

(b) Transfer fee: fee as listed on the City of Celina Master Fee Chart.

(c) Trip fee: fee as listed on the City of Celina Master Fee Chart.

(d) Reread: fee as listed on the City of Celina Master Fee Chart.

(e) Profile history: fee as listed on the City of Celina Master Fee Chart.

(f) Temporary disconnect/reconnect: fee as listed on the City of Celina Master Fee Chart.

(g) Meter test: fee as listed on the City of Celina Master Fee Chart.

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(h) Tamper fee: fee as listed on the City of Celina Master Fee Chart.

(i) Returned check fee: fee as listed on the City of Celina Master Fee Chart.

(j) Meter fee: fee as listed on the City of Celina Master Fee Chart.

(k) Fire hydrant meter deposit: fee as listed on the City of Celina Master Fee Chart.

(l) Backflow device testing form: fee as listed on the City of Celina Master Fee Chart.

(m) Meter change-out (customer request): A meter change-out fee will be indexed according to the age of the meter, with a 10% reduction in the actual cost of replacement, including labor and materials, for each year that th existing meter has been installed.

(n) Reinspection fee: fee as listed on the City of Celina Master Fee Chart.

(o) Hydrant meter administrative fee: fee as listed on the City of Celina Master Fee Chart.

Sec. A5.006 Past due account penalty

Bills are due on the tenth of each month. If the tenth falls on a weekend or holiday, the following business day w be served as the tenth for billing purposes. All payments after the tenth accrue a 10% penalty of the current charg If the bill is not paid in full by the twenty-third of the same month, service will be disconnected until full paymer is received. Payment will include current charges plus all associated service charges.

Sec. A5.007 Water and sewer access fees

(a) Water.

(1) One-inch tap: fee as listed on the City of Celina Master Fee Chart.

(2) One and one-half inch tap: fee as listed on the City of Celina Master Fee Chart.

(3) Two-inch tap: fee as listed on the City of Celina Master Fee Chart.

(4) All taps greater than two inches will be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. No 3 inch meters or taps allowed (i.e. only 2" increments beyond 2" meters).

(5) Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

(6) Boring Fee: fee as listed on the City of Celina Master Fee Chart.

(b) Sewer.

(1) Four-inch tap: fee as listed on the City of Celina Master Fee Chart.

(2) All taps greater than four inches must be installed by the contractor.

(3) Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

(4) Boring Fee: fee as listed on the City of Celina Master Fee Chart.

Sec. A5.008 Pro-rata charges

The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.

Sec. A5.009 Impact fees

Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.

Sec. A5.010 Repair fees

Repair to a city-owned infrastructure will be charged to the party responsible for disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor and repair to streets and easements.

Sec. A5.011 Review fees for permits

Individual wastewater discharge permit. A review fee and administration fee will be due at time of application in

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the amount listed on the City of Celina Master Fee Chart. No permit will be issued until this fee is paid by applicant.

Sec. A5.012 Municipal drainage utility system fees

The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursua to the act.

(1) Impervious area; fee assessed.

(A) Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.

(B) The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:

Property Type	**Monthly Drainage Utility Fee**
Single-family residential	
Tier 1 (smallest 20%, 0–3,750 sq ft IA)	fee as listed on the City of Celina Master Fee Chart.
Tier 2 (middle 60%, 3,750–6,400 sq ft IA)	fee as listed on the City of Celina Master Fee Chart.
Tier 3 (largest 20%, > 6,400 sq ft IA)	fee as listed on the City of Celina Master Fee Chart.
Nonsingle-family residential	
Monthly Rate per ERU	fee as listed on the City of Celina Master Fee Chart.

*ERU (Equivalent Residential Unit) = 5,000 square feet impervious area.

(C) A minimum charge of one (1) ERU shall be applied to each nonexempt nonsingle-family residential developed property, regardless of classification.

(2) Exemptions. The following property shall not be assessed a drainage utility fee:

(A) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;

(B) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;

(C) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;

(D) State property;

(E) City property;

(F) County property;

(G) School district property;

(H) Tax-exempt religious institution property; and

(I) Public or private institutions of higher education property.

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ARTICLE A6.000 SUBDIVISION, ZONING AND LAND USAGE FEES

Sec. A6.001 Zoning application fees

Planned development zoning application fee: $750.00.

Sec. A6.002 Board of adjustment application fee

Applications to the board of adjustment for variance of the zoning ordinance shall be charged a fee of $250.00 to cover costs of mailing notices and public postings.

Sec. A6.003 Plat fees

The following fees shall be paid at the time of submission of plats to the city in accordance with the subdivision ordinance:

(1) Site plan review: fee as listed on the City of Celina Master Fee Chart.

(2) Minor, amending, or conveyance plats: fee as listed on the City of Celina Master Fee Chart.

(3) Preliminary, replat, or final plat: fee as listed on the City of Celina Master Fee Chart.

(4) Plat filing fee: fee as listed on the City of Celina Master Fee Chart.

Sec. A6.004 Park fee in lieu of donation

(a) Parkland dedication fee for new 1- and 2-family dwellings: Fee as listed on the City of Celina Master Fee Chart.

(b) Park improvement fee for new 1- and 2-family dwellings: Fee as listed on the City of Celina Master Fee Chart.

(c) Parkland dedication fee for new multifamily dwellings: Fee as listed on the City of Celina Master Fee Char

(d) Park improvement fee for new multifamily dwellings: Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.005 Annexation fee

Annexation fee: fee as listed on the City of Celina Master Fee Chart.

Sec. A6.006 Conditional use permit fee

Applications to the city manager or his/her designee for a conditional use permit shall be charged a fee as listed c the City of Celina Master Fee Chart.

Sec. A6.007 Floodplain development permit fee

There shall be a fee charged for all permits issued under article 3.05, "floodplain regulations," of this code. The fees shall be:

(1) Application fee: Fee as listed on the City of Celina Master Fee Chart.

(2) 0–3 acres: Fee as listed on the City of Celina Master Fee Chart.

(3) 3.01 acres to 20 acres: Fee as listed on the City of Celina Master Fee Chart.

(4) 20.01 acres or more: Fee as listed on the City of Celina Master Fee Chart.

(5) Franchise and utility companies shall not be charged an engineering fee under this section.

(6) Nonfranchise fee: Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.008 Professional fees for review of land use related permits

(a) All reasonable costs incurred by the city for professional review of concept plans, zoning applications, site plans, planned developments, plat applications, development agreements, and other land use related permits shall be borne by the applicant and payable to the city prior to final approval of the plat as the case may be. The professional fees shall include, but not necessarily be limited to, civil engineering, traffic engineering, expenses for related legal fees, land planning and financial analysis in order that the application can be properly evaluated achieve compliance with the city's comprehensive plan, thoroughfare plan, facilities plan, comprehensive zoning ordinance, subdivision regulations and other city regulations.

(b) (1) In accordance with subsection (a) above, the city secretary shall require a deposit in the amount of $5,000.00 for the service at the time the initial development application is filed. The actual costs will be determined prior to final approval and either an additional sum will be due from the applicant or a reimbursement

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made if the actual cost is less than the deposit.

(2) The applicant shall be provided with documentation detailing actual costs of development review.

(3) Residential subdivision plan review (up to 3 reviews, does not include HH, TIA, etc. reviews).

(A) 0–100 lots: Fee as listed on the City of Celina Master Fee Chart.

(B) 101–200 lots: Fee as listed on the City of Celina Master Fee Chart.

(C) 201–300 lots: Fee as listed on the City of Celina Master Fee Chart.

(D) Greater than 300 lots: Fee as listed on the City of Celina Master Fee Chart.

Fourth review or more are subject to an additional review fee per review at the discretion of the director of engineering.

(c) The city manager or his or her designee may refuse to issue any building permits to the applicant or his or her successor or assigns if the fees are not paid.

Sec. A6.009 Zoning verification letter

A fee shall be required at the time of request for each zoning verification letter: fee as listed on the City of Celin Master Fee Chart.

Sec. A6.010 Subdivision ordinance variance and appeal

A fee shall be paid at the time of request for each variance to the subdivision ordinance. Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.011 Subdivision name change

A fee shall be paid at the time of request for a subdivision name change. Fee as listed on the City of Celina Mast Fee Chart.

Sec. A6.012 Street name change

A fee, plus the cost of the new street name blades, shall be paid at the time of request for a street name change. Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.013 Commercial or residential address change

A fee shall be paid at the time of request for property owners requesting a specific address. Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.014 Development agreement fees for special taxing districts, assessment districts, tax increment reinvestment zones (TIRZ), or tax reimbursements and economic development incentives: fee as listed on the City of Celina Master Fee Chart.

Sec. A6.015 Maps

(a) Zoning map: Fee as listed on the City of Celina Master Fee Chart.

(b) Comprehensive plan: Fee as listed on the City of Celina Master Fee Chart.

(c) Thoroughfare plan map: Fee as listed on the City of Celina Master Fee Chart.

(d) Annexation map: Fee as listed on the City of Celina Master Fee Chart.

(e) Blackline plat map: Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.016 Outdoor warning device fee

(a) Definitions. For purposes of this section, the following words, except where the context clearly indicates otherwise, shall be defined as follows:

Commission. The planning and zoning commission of the city.

Council. The city council of the city.

Subdivider or developer. An individual, firm, association, syndicate, co-partnership, corporation, or other organization dividing or proposing to divide land, developing or making improvements to such land, so as to effe a subdivision of land hereunder for himself, or for itself, or for another.

Subdivision. The division of any lot, tract, or parcel of land into two (2) or more lots or sites for the purpose of sa or of building development, whether immediate or future. The term includes resubdivision or replatting of an existing subdivision, building upon, or other development of land. When appropriate to context, th

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subdivision shall relate to the process or subdividing or to the land subdivided. Subdivisions of mobile ho spaces for sale, lease or rent shall comply with all provisions of this code regulating mobile home parks, as it now exists or it may hereafter be amended.

(b) General requirements.

(1) The council hereby establishes an outdoor warning device fee which shall be calculated as follows:

Fee = (Number of acres platted) X (Cost per acre)*

* The cost per acre will be based upon the cost of the last bid device.

Note: Contact the fire department or the planning and development services department for the current bi

The number of acres served is determined by the radius (in feet) served by the device squared, time 3.141 divided by 43,560 square feet per acre.

Example:

If a device serves a 5,000-foot radius the formula would be $5{,}000^2$ x 3.1416/43,560 sq. ft. = 1,803 acres served by one device.

If the cost of the last bid device was $25,000.00, the fee would be $13.87 per acre. {$25,000.00/1,803 = $13.87}.

(2) The provisions of this section shall apply to all new development within the city and all subdivisions within its extraterritorial jurisdiction after the effective date of the section:

(A) Development for which a final plat is required to be submitted to the city for approval in accordanc with state law and ordinances of the city; or

(B) Existing vacant platted lots for which a building permit has not yet been issued by the city.

(3) Payment required. The council hereby establishes that the owner of any property which is to be develope and to which this section applies, shall pay to the city at the time of subdivision platting or upon issuance of a building permit for existing platted lots on the effective date of this section a outdoor warning device fee to provide for the outdoor warning device needs created by such development, in accordance with the provisions of this section.

(4) Time of payment. Payment of the outdoor warning device fee required herein shall be paid as a condition of approval of any final plat or replat. Payment shall be made prior to the filing of the plat unless otherwi stated in a facilities agreement approved by the council. As applied to existing platted lots, the fee shall b paid at the time of issuance of the building permit(s).

(5) Outdoor warning device fund. All cash payments paid to the city in accordance with this section shall be deposited in a separate outdoor warning device fund. The city shall account for all such payments with reference to each development for which the payment is made.

(6) Use of funds. Any payments made to the outdoor warning device fund shall be used solely for the acquisition, development, expansion, or upgrading of outdoor warning devices.

(7) Right to refund. If all or part of the payments made pursuant to this section are not expended, or not unde contract to be expended for the purposes authorized herein, within ten (10) years of the date that 95% of a certificates of occupancy have been issued for the completed development of the property for which the payments were made, the person or entity who made such payment shall be entitled to a refund of all unexpended funds if a written request for such refund is made within one (1) year of entitlement. If no su timely request is made, the right to a refund of the unexpended funds shall be considered waived.

(8) Outdoor warning device map. The city secretary shall maintain an outdoor warning device map open to public inspection, indicating the sphere of influence of the outdoor warning devices put in place.

(c) Penalties, sanctions, and determinations.

(1) Requirements to be satisfied prior to development. It shall be unlawful for any person who is required to pay the outdoor warning device fee as required by this section, to begin, or allow any other person or contractor to begin, any construction or improvements on any land within the development to which this section applies, until the required payment is made to the city in accordance with this section.

(2) Permits and services to be withheld. No building permits shall be issued for, and no permanent utility services shall be provided to any land within any development to which this section applies until the

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required payment of the outdoor warning device fee is made to the city in accordance with this se

(3) Request for adjustments. A request for adjustment to the outdoor warning device fee must be submitted in writing to the city manager. Adjustments shall only be granted upon:

(A) Showing a good and sufficient cause;

(B) A determination that failure to grant the adjustment would result in exceptional hardship to the applicant; and

(C) A determination that the granting of an adjustment will not result in increased threats to public safety, extraordinary public expense, create nuisances, or conflict with existing local laws or ordinances.

All determinations made by the city manager shall be final.

Sec. A6.017 Certificate of appropriateness

An application fee shall be required for each certificate of appropriateness requested from the historic preservatic committee. Such fee shall be used to cover the expense of staff review, mailings, newspaper notices and reasonable expenses incurred by the city. Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.018 Meritorious exception fee

All requests for a meritorious exception shall pay a fee at the time the request is made. Fee as listed on the City o Celina Master Fee Chart.

Sec. A6.019 Temporary use permit

Applications to the city manager or his/her designee for a temporary use permit shall be charged a fee as listed or the City of Celina Master Fee Chart.

Sec. A6.020 Tree replacement credits

Tree replacement credits may be purchased as allowed by applicable city ordinances at the price of $175.00 per caliper inch.

Sec. A6.021 Conduit and fiber optic fees

(a) All reasonable costs incurred by the city for professional design and review of subdivision conduit and fibe systems and related materials and construction shall be borne by the applicant and payable to the city prior to fin approval of the plat or construction as the case may be. The professional fees shall include, but not necessarily be limited to, outside plant engineering services, development of a work plan, meetings with applicant architects an engineers, engineering a fiber to the home network, construction, inspection of construction, and expenses for related legal fees, land planning and financial analysis in order that the application can be properly evaluated to achieve compliance with the city's comprehensive plan, thoroughfare plan, facilities plan, comprehensive zoning ordinance, subdivision regulations, building codes and other city regulations.

(b) (1) In accordance with subsection (a) above, engineering of the conduit and fiber network within a subdivision shall be $2.50 per linear foot. Bill of materials pricing shall be based on actual costs of individual items and volume. Actual costs for construction of conduit and fiber optic networks within the subdivision will b determined and paid prior to acceptance of the conduit construction by the city.

(2) The applicant shall be provided with documentation detailing actual costs of engineering review, bill o materials, and construction costs.

(c) The city manager or his or her designee may refuse to issue any building permits to the applicant or his or her successor or assigns if the fees are not paid.

Sec. A6.022 Miscellaneous development abatement fees

(a) Abatement administrative fee: Fee as listed on the City of Celina Master Fee Chart.

(b) Administrative fee: 10% of contractor fee.

(c) Lien processing fee: Fee as listed on the City of Celina Master Fee Chart.

Sec. A6.023 Miscellaneous zoning fees

(a) Special use permit application fee: fee as listed on the City of Celina Master Fee Chart.

(b) Zoning signage fee: fee as listed on the City of Celina Master Fee Chart.

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

Sec. A6.024 Tree mitigation.

Tree Removal Permit Fee: fee as listed on the City of Celina Master Fee Chart.

ARTICLE A7.000 EMS BILLING FEES

	Resident
A0428 - BLS nonemergency	fee as listed on the City of Celina Master Fee Chart.
A0429 - BLS emergency	fee as listed on the City of Celina Master Fee Chart.
A0426 - ALS nonemergency	fee as listed on the City of Celina Master Fee Chart.
A0427 - ALS emergency	fee as listed on the City of Celina Master Fee Chart.
A0433 - ALS level 2	fee as listed on the City of Celina Master Fee Chart.
A0425 - Specialty care transport	fee as listed on the City of Celina Master Fee Chart.
Oxygen	fee as listed on the City of Celina Master Fee Chart.
ALS disposables	fee as listed on the City of Celina Master Fee Chart.
BLS disposables	fee as listed on the City of Celina Master Fee Chart.
Medications	fee as listed on the City of Celina Master Fee Chart.
Additional crew member	fee as listed on the City of Celina Master Fee Chart.
Refusal/no transport fee	fee as listed on the City of Celina Master Fee Chart.
Definitive care fee (treatment by IV or IM meds with no transport)	fee as listed on the City of Celina Master Fee Chart.

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

ARTICLE A8.000 RIGHT-OF-WAY FEES

Sec. A8.001 Right-of-way management fees

(a) Streets, sidewalks and other public places, right-of-way management:

(1) Permit application fee: fee as listed on the City of Celina Master Fee Chart.

(2) Expedited application fee: fee as listed on the City of Celina Master Fee Chart.

(3) Saturday inspection fee; each Saturday: fee as listed on the City of Celina Master Fee Chart.

(4) Permit expiration fee; each permit for incomplete work on expiration date if not extended: fee as listed on the City of Celina Master Fee Chart.

(5) Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (minimum fee of 2 hours): fee as listed on the City of Celina Master Fee Chart.

(6) Registration per right-of-way user per year: fee as listed on the City of Celina Master Fee Chart.

(7) Inspection fee: fee as listed on the City of Celina Master Fee Chart.

(8) Small cell application fee (this penalty shall not exceed and is capped by statutory limits): fee as listed on the City of Celina Master Fee Chart.

(9) Small cell user fees (this penalty shall not exceed and is capped by statutory limits): fee as listed on the City of Celina Master Fee Chart.

(b) Public inconvenience penalty: fee as listed on the City of Celina Master Fee Chart.

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

CITY OF CELINA
MASTER FEE CHART

UPDATED NOVEMBER 10, 2020

Life Connected.

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

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Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal control related fee	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plan with Maps	$200
Senior Center	
Deposit	$100
Rental Fee	$50 per day
Special Events	
Special Event Permits	$50
Special Events, Tents	$150 per event

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Library Fees*	
Overdue Books, Audio Books, Music CDs, and Magazines	$0.25 per day
Overdue DVDs	$1 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement Library Card	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies and Printing	$0.10 per page
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Parks & Recreation Fees				
Practice/Tournament				
	Practice (2 hours)		Tournament*	Camp/Clinic/Etc.
	Resident	Non-Resident		
Baseball/Softball (per field)	$40	$50	$350 (per day)	$5 per participant, as applicable
Soccer/Football (per field)	$20	$30	$200 (per day)	
Tennis Court (per court)	$10	$20	$40 (per day)	
*Tournament fee includes 1 field setup, typically for the start of the event				
Additional Facility Costs				
Lighting (per field)	$40 per hour			
Game Preparation (baseball/softball)	$30 per field, per setup			
Game Preparation (multiuse fields):	Costs contingent upon dimensions and markings required			
Parks and Recreation Staff (per employee)	$40 (hourly)			
• After 11:00 p.m., it is mandatory to have one parks representative on site • At the discretion of the director, more than one parks representative may be required • Repair of damaged facilities to be paid for at actual cost of labor and materials • Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract				
Pavilion (per four (4) hours)				
Less than 50 Attendees	$50			
51-100 Attendees	$75			
More than 100 Attendees	$125			
Downtown Event Center Wedding	$400 (+ $150 security deposit)			

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$325 + $200 each additional review after second
Revised Plan Review	$175
Building Permit Fee	$0.95 per sq. ft. under roof
Certificate of Occupancy (CO)	$75 (temporary CO is $200 each 10 days)
Building Fee	$75 per (plumbing, electrical, mechanical)
T-Pole	$50
Irrigation	$185
Fence	$75
Expired Permits	50% refund on permit fee prior to work beginning
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Re-instated Permit Fee	25% (same plan) or 50% (revised) of original fee
Parkland Dedication Fee	1 acre each 50 lots (or $2 per sq. ft. of land of that acreage or appraisal)
Park Improvement Fee	$1,500 per unit
Building Activity Fee	$500 if / when applicable
Technology Fee	$500 if / when applicable
Outdoor Warning Device	$35 per unit (SF) / $10 per unit (MF)
Capital Recovery Fees	If / when applicable
Impact Fees (water, sewer, roadway)	Varies per subdivision – see Impact Fee Chart
Residential Remodels & Additions	
Application	$50
Plan Review	$100 + $100 each additional review after second
Revised Plan Review	$125
Building Permit Fee	$0.65 per sq. ft. under roof ($75 minimum)
Building Fee	$75 per (mechanical, electrical, plumbing)
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Work Without Permit	Double the permit fee

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Residential Building Permits – Mechanical, Electrical, Plumbing	
Building Permit Mechanical	$75
Building Permit Electrical	$75
Building Permit Plumbing	$75
Work Without Permit	Double the permit fee

Residential Miscellaneous Permit	
After Hours Inspection	$80 per hour (4-hour minimum)
Demolition or Foundation Repair	$50 application + $100 permit
Curb Cut / Driveway / Flatwork	$50 application + $100 permit
Fence	$50 application + $50 permit
Solar Panel / Storm Shelter / Windows	$50 application + $100 permit
House Moving	$50 application + $400 permit
Irrigation	$50 application + $185 permit
Irrigation Repair	$75
Manufactured Home	$50 application + $100 permit + trades ($75 ea.)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, etc.)	$50 application + $75 review + $200 permit
Pool / Spa	$50 application + $75 review + $200 permit
Refund policy	80% of permit fee when no work has been done
Re-inspection Fee	$75
Retaining Wall	$50 application + $100 permit
Roof / Roof Repair	$50 application + $100 permit
Simple Grading - Single Lot	$50 application + $ 75 permit
T-Pole	$50
Unauthorized Cover-up Fee	$100
Water Well Drilling	$50 application + $100 permit
Work Without Permit Fee	Double the permit fee

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review.
Fourth (or more) Plan Review Fee	$1000 + $1,000 for each additional review round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Commercial Building Permit Fee	Current ICC sq. ft. construction costs table fee for appropriate construction type – (gross area X sq. ft. construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit Fee	$0.85 per sq. ft. under roof
Re-Inspection Fee	$75 per each inspection after second failed inspection
Building Fee (mechanical, electrical, plumbing)	Square footage of building floor area: separate fee in addition to: a. 1 - 3,000 sq. ft. - $75 b. 3,001 - 10,000 sq. ft. - $125 c. 10,000 - 100,000 sq. ft. - $150 d. over 100,000 sq. ft. - $175
Building Activity Fee	$500 (per wastewater connection)
Technology Fee	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 10 business days (+ $0.10 per sq. ft. after 30 days)
Impact Fees (water, sewer, roadway)	See impact fee chart

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Finish-Out & Miscellaneous Commercial / Multi-Family Permit Fees	
Application	$150
Plan Review	50% of building permit fee for projects valued at $2 million or less, 25% of permit fee for projects valued greater than $2 million, or amount as required by 3rd party review
Revised Plan Check Fee	50% of original plan review fee
Revised Plan Review	$175
Commercial Building Permit Fee	$6.75 per $1,000 in value ($100 minimum)
Multi-Family Building Permit Fee	$0.37 per sq. ft.
Minor Plan Revisions	$500
Building Fee – (M, E, P)	$5 per $1,000 in value ($75 minimum)
Clean & Show / Meter Release	$75
Demolition	$150 application + $100 permit
Commercial Pool	$150 application + $500 permit
Curb Cut / Driveway / Flatwork	$150 application + $100 permit
Retaining Wall / Screen Wall / Fence	$150 application + $5 per $1,000 valuation ($100 minimum)
T-Pole	$75
Unauthorized Cover-up	$100
Refund Policy	80% permit fee when no work has been done
Re-inspection Fee	$75 per inspection
Work Without Permit Fee	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$100
Temporary CO	$200 every 10 business days
Temporary Trailer	$150 application + $200 permit + trades

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Annual Contractor Registration	
Electrical Contractor	No charge per State law
General Contractor	$100
Irrigator Contractor	$100
Mechanical Contractor	$100
Plumbing Contractor	No charge per State law
Sign Contractor	$100
Utility Franchise Contractor	No charge
Work Without Permit Fee	Double the permit fee
Signs / Promotional Event Permits	
Wall Sign	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $50 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
Promotional Event	$50 permit + $50 food (if applicable)

Site Development Fees (Civil Permit) – Alternative Process	
Application	$150
Plan Review - Private	50% of building permit fee for projects valued at $2 million or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $90 per lot 101 - 200 lots: $80 per lot 201 - 300 lots: $70 per lot Greater than 300 lots: $60 per lot
Fourth (or more) Plan Review	$1,000 each
Landscape / Hardscape Plan	$500
Revised Plan Check Fee	50% of original plan review fee
Civil Permit Fee - Private	$6.50 per $1,000 in value ($100 minimum)
Civil Permit Fee - Public	3% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Franchise / Utility companies	No fee

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Alternative Process	
Application	$150
Plan Review - Private	50% of building permit fee for projects valued at $2 million or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $90 per lot 101 - 200 lots: $80 per lot 201 - 300 lots: $70 per lot Greater than 300 lots: $60 per lot
Fourth (or more) Plan Review	$1,000 each
Landscape / Hardscape Plan	$500
Revised Plan Check Fee	50% of original plan review fee
Civil Permit Fee - Private	$6.50 per $1,000 in value ($100 minimum)
Civil Permit Fee - Public	3% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Non-Franchise	$150 application + $75 permit
After-Hour Inspection	$80 per hour (4-hour minimum)
Floodplain Permit	$150 application + 3rd party review fee (if applicable) + 0 – 3 acres: $300 3.01 – 20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork / Grading Permit	$150 application + 0 – 5 acres: $100 5.1 – 10 acres: $200 10+ acres: $500 + $10 per acre

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Chapter 212 Process	
Application	$300
Plan Review - Private	100% of building permit fee for projects valued at $2 million dollars or less, 50% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $180 per lot 101 - 200 lots: $160 per lot 201 - 300 lots: $140 per lot Greater than 300 lots: $120 per lot
Fourth (or more) Plan Review	$2,000 each
Landscape / Hardscape Plan Review	$1,000
Revised Plan Check Fee	100% of original plan review fee
Civil Permit Fee – Private	$13.00 per $1,000 in value ($200 minimum)
Civil Permit Fee – Public	6% of paving / site utility valuation
Engineering Permit Fees – Chapter 212 Process	
Franchise / Utility Companies	No Fee
Non-Franchise	$300 application + $150 permit
After-Hour Inspection	$160 per hour (4-hour minimum)
Floodplain Permit	$300 application + 3rd party review fee (if applicable) + 0 – 3 acres: $600 3.01 – 20 acres: $1,000 20+ acres: $2,000 + $20 per acre
Earthwork / Grading Permit	$300 application + 0 – 5 acres: $200 5.1 – 10 acres: $400 10+ acres: $1,000 + $20 per acre

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Planning & Zoning Fees	
Site Plan Review	$750
Minor / Amending / Conveyance Plats	$400
Preliminary / Replat / Final Plats	$500 + $10 per lot
Chapter 212 Plat Process	$1,000 + $20 per lot
Plat Filing Fee	$150
Development Agreement (Minor)	$1,000
Development Agreement	$2,500
Development Agreement (Major)	$5,000
Fourth (or more) Review Fee	$1000 + $1,000 for each additional review round
Annexations / PDs / Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter	$150
Variance (BOA) / HPC	$300
Zoning Signage	$350
Alley Abandonment	$300
Prints of Long-Range Plans	$30
Tree Removal	
Tree Removal Permit	$150 (+ mitigation – see Tree Valuation Schedule)
6” – 10” (DBH)	$600 x (multiplier)
11” – 20” (DBH)	$1,600 x (multiplier)
21” – 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + mitigation costs

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	$350
Food Service - Limited Purpose / Private School	$100
Food Service - Non-Profit / Public School	No charge
Food Truck (hot or cold)	$300 (includes fire inspection)
Grocery Store - Major	$600
Grocery Store - Minor	$250
Late Annual Renewal	$100
Re-inspection Fee	$100
Seasonal Food	$150
Temp. Food / Event Vendor	$75 (includes fire inspection)
Other Annual Permits	
Alcohol	Half of the State fee (TABC regulated)
Pool (public or semi-private)	$200
Peddler / Solicitor / Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $20 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Fire Department Permit / Inspection Fees	
Application	$150 per permit
Fire Alarm	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $50 each
Fire Sprinkler (new commercial or multi-family)	0 to 100,000 sq. ft.- $0.04 per sq. ft. > 100,000 sq. ft.- $0.02 per sq. ft.
Fire Sprinkler (tenant finish-out / remodel)	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (beyond first): $50 each Foam system: + $50
Fire Sprinkler – Single-Family	$150 (+ $50 foam system)
Fire Vertical Release	$150
Fire Pump / Fire Works	$300
Stand Pipe System Underground Fire Main Remote FDC (each) Access Control System (per unit) Gate Access Control (per gate) Hood System (per hood) FM 200 System / Spray Booth Fire Lane Modification / Alteration LPG or Compressed Gases Flammable / Combustible Storage Tank Fire Lane Traffic Control Device Temp. Tent or Canopy Structure Battery Systems	$150
Burn Permit	$100 per area
Work Without Permit Fee	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag / Failed Inspection / Stop Work Order	$250 (each occurrence)

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)	
After Hours Inspection	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)

Alarm Fees	
Annual, Nonrefundable – New Alarm Permit or Renewal (Residential)	$35
Annual, Nonrefundable – New Alarm Permit or Renewal (Commercial)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit https://www.crywolfservices.com/celinatx/	

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Business Related Fees	
Marilee SUD Decertification	$1,750 (per acre) or $2,500 (per meter) (No. 401-01829-00)
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

Utility Rates & Charges

Water Deposits	
Residential	$200 per each living unit
Business – Fewer Than 5 Employees	$150
Business – 5 Employees or More	$200
Cleaners / Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates

Residential

Inside City (W1 Residential) – Monthly Minimum Charge

	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$23.84	$24.56	~~$25.30~~
1"	$40.10	$41.30	~~$42.54~~
1-1/2"	$80.21	$82.61	~~$85.09~~
2"	$128.33	$132.18	~~$136.14~~

Inside City (W1 Residential) – Volume Rate/1,000 Gal

	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001–10,000	$5.21	$5.37	~~$5.53~~
10,001–20,000	$7.89	$8.13	~~$8.37~~
20,001–30,000	$9.29	$9.57	~~$9.86~~
30,001 & Above	$13.41	$13.81	~~$14.23~~

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Outside City (W2 Residential Outside) – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$35.77	$36.84	~~$37.95~~
1"	$60.15	$61.95	~~$63.81~~
1-1/2"	$120.31	$123.92	~~$127.64~~
2"	$192.50	$198.27	~~$204.21~~
Outside City (W2 Residential Outside) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001–10,000	$7.82	$8.05	~~$8.29~~
10,001–20,000	$11.84	$12.19	~~$12.56~~
20,001–30,000	$13.94	$14.35	~~$14.78~~
30,001 & Above	$20.12	$20.72	~~$21.34~~
Commercial			
Inside City (W3 Commercial) – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$28.64	$29.50	~~$30.39~~
1"	$50.13	$51.63	~~$53.18~~
1-1/2"	$100.26	$103.27	~~$106.37~~
2"	$160.41	$165.22	~~$170.18~~
3"	$240.61	$247.83	~~$255.26~~
4"	$401.02	$413.05	~~$425.44~~

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Inside City (W3 Commercial) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001–10,000	$5.21	$5.37	~~$5.53~~
10,001–20,000	$7.89	$8.13	~~$8.37~~
20,001–30,000	$9.29	$9.57	~~$9.86~~
30,001 & Above	$13.41	$13.81	~~$14.23~~
Outside City (W4 Commercial Outside) – Monthly Minimum Payment			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$42.97	$44.26	~~$45.58~~
1"	$75.20	$77.45	~~$79.77~~
1-1/2"	$150.39	$154.90	~~$159.55~~
2"	$240.62	$247.84	~~$255.27~~
3"	$360.91	$371.74	~~$382.89~~
4"	$601.53	$619.58	~~$638.16~~
Outside City (W4 Commercial Outside) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001–10,000	$7.82	$8.05	~~$8.29~~
10,001–20,000	$11.84	$12.19	~~$12.56~~
20,001–30,000	$13.94	$14.35	~~$14.78~~
30,001 & Above	$20.12	$20.72	~~$21.34~~

Temporary water service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Wastewater Monthly Rates and Charges			
Residential			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$23.44	$25.54	~~$27.84~~
1"	$42.11	$45.90	~~$50.03~~
1-1/2"	$78.59	$85.66	~~$93.37~~
2"	$134.72	$146.85	~~$160.07~~
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001–5,000	$5.84	$6.37	~~$6.94~~
5,001-Maximum	$7.23	$7.88	~~$8.59~~
Maximum Gallons	13,000	12,000	~~11,000~~
Outside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$35.15	$38.32	~~$41.76~~
1"	$63.16	$68.84	~~$75.04~~
1-1/2"	$117.88	$128.49	~~$140.06~~
2"	$202.09	$220.27	~~$240.10~~
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001–5,000	$8.76	$9.55	~~$10.41~~
5,001–Maximum	$10.85	$11.82	~~$12.88~~
Maximum Gallons	13,000	12,000	~~11,000~~

Commercial			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$28.07	$30.59	~~$33.35~~
1"	$52.64	$57.37	~~$62.54~~
1-1/2"	$98.24	$107.08	~~$116.72~~
2"	$168.41	$183.56	~~$200.08~~
4"	$421.01	$458.90	~~$500.20~~
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001 & Above	$6.37	$6.94	~~$7.56~~

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

~~Outside City – Monthly Minimum Payment~~			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
3/4"	$42.10	$45.89	~~$50.02~~
1"	$78.95	$86.06	~~$93.81~~
1-1/2"	$147.36	$160.63	~~$175.08~~
2"	$252.61	$275.34	~~$300.12~~
4"	$631.52	$688.36	~~$750.31~~
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	~~Effective Jan-21~~
2,001 & Above	$9.55	$10.41	~~$11.34~~

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Garbage Collection (Residential / Senior Citizen) + 8.25% sales tax				
Trash	$13.39 / $11.85			
Recycling	$2.96 / $2.86			
Extra Cart	$7.20			
Garbage Collection (Mustang SUD Customers) + 8.25% sales tax				
Trash	$13.39			
Recycling	$2.96			
Extra Cart	$7.20			
Commercial Rate Schedule				
Size/Frequency	1 Lift Per Week	2 Lifts Per Week	3 Lifts Per Week	Extra Lift
2 Cubic Yd	70.54	144.42	194.67	50.07
3 Cubic Yd	98.44	218.55	271.69	58.40
4 Cubic Yd	130.45	262.52	360.06	66.73
6 Cubic Yd	146.65	292.72	404.76	91.76
8 Cubic Yd	179.24	322.61	495.06	100.09
Roll off Rate Schedule (20, 30, 40 Cubic Yard)				
Haul	398.45			
Delivery	104.87			
Daily Rent	4.20			
Disposal	36.36 per ton			
Water & Sewer Service Charges				
Disconnect/Reconnect Fee	$50 ($75 if incurred outside of the City's normal business hours)			
Transfer Fee	$25			
Trip Fee	$15 ($30 if incurred outside of the City's normal business hours)			
Re-Read	$20			
Profile History	$25 plus $0.10 per page			
Temporary Disconnect/Reconnect	$25			
Meter Test	$40			
Tamper Fee	$500			
Returned Check Fee	$25			
Meter Fees				
¾"	$330 (existing meters only)			
1"	$440 (minimum meter size)			
1 ½"	$770			
2"	$1080			
Fire Hydrant Meter Deposit	$2050 (+ $50 monthly administrative fee)			

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Meter Change Out (Customer Request)	A meter change-out fee will be indexed according to the age of the meter, with a 10% reduction in the actual cost of replacement, including labor and materials, for each year that the existing meter has been installed.

Re-inspection Fees	
First	$50
Second	$75
Third	$100
Water/Wastewater Connection Fees	
Water	
1” Tap	$2,175
1 ½” Tap	$2,475
2” Tap	$2,475
Boring Fee	$1,000

- All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. Contractors will purchase meters greater than 2” directly from the City’s current meter vendor. No 3 inch meters or taps allowed (i.e. only 2” increments beyond 2 meters).
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Sewer	
4” Tap	$1,500
Boring Fee	$1,000

- All taps greater than four inches will need to be installed by the contractor.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Pro-Rata Charges

The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Impact Fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.
Repair Fees Repair to a city-owned infrastructure will be charged to the party responsible for disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor and repair to streets and easements.
Review Fees for Permits – Individual wastewater discharge permit A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act.

Impervious Area; Fee Assessed

- Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.
- The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:

Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sq. ft. IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sq. ft. IA)	$7.90
Tier 3 (largest 20%, > 6,400 sq. ft. IA)	$13.25
Non Single-Family Residential	
Monthly Rate per ERU	$7.75

*ERU (Equivalent Residential Unit) = 5,000 sq. ft. impervious area.

A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.

Impervious Exemptions

- Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
- A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
- Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;
    - State property;
    - City property;
    - County property;
    - School district property;
    - Tax-exempt religious institution property; and Public or private institutions of higher education property.

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Right-of-Way Management Fees	
Streets, sidewalks and other public places, right-of-way management:	
Permit Application Fee	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80
Registration (per right-of-way user per year)	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500 (1–5 network notes)
	$500 (1–5 network notes)
	$1,000 per pole
Small Cell User Fees (this penalty shall not exceed and is capped by statutory limits)	$250 annually for each network node
	$20 per year for city pole attachment

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. ft.	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39	$78	$117	$156

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200

Attachment: Redlined Fee Chart (Master Fee Chart Revision Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: Uptown MUD Creation

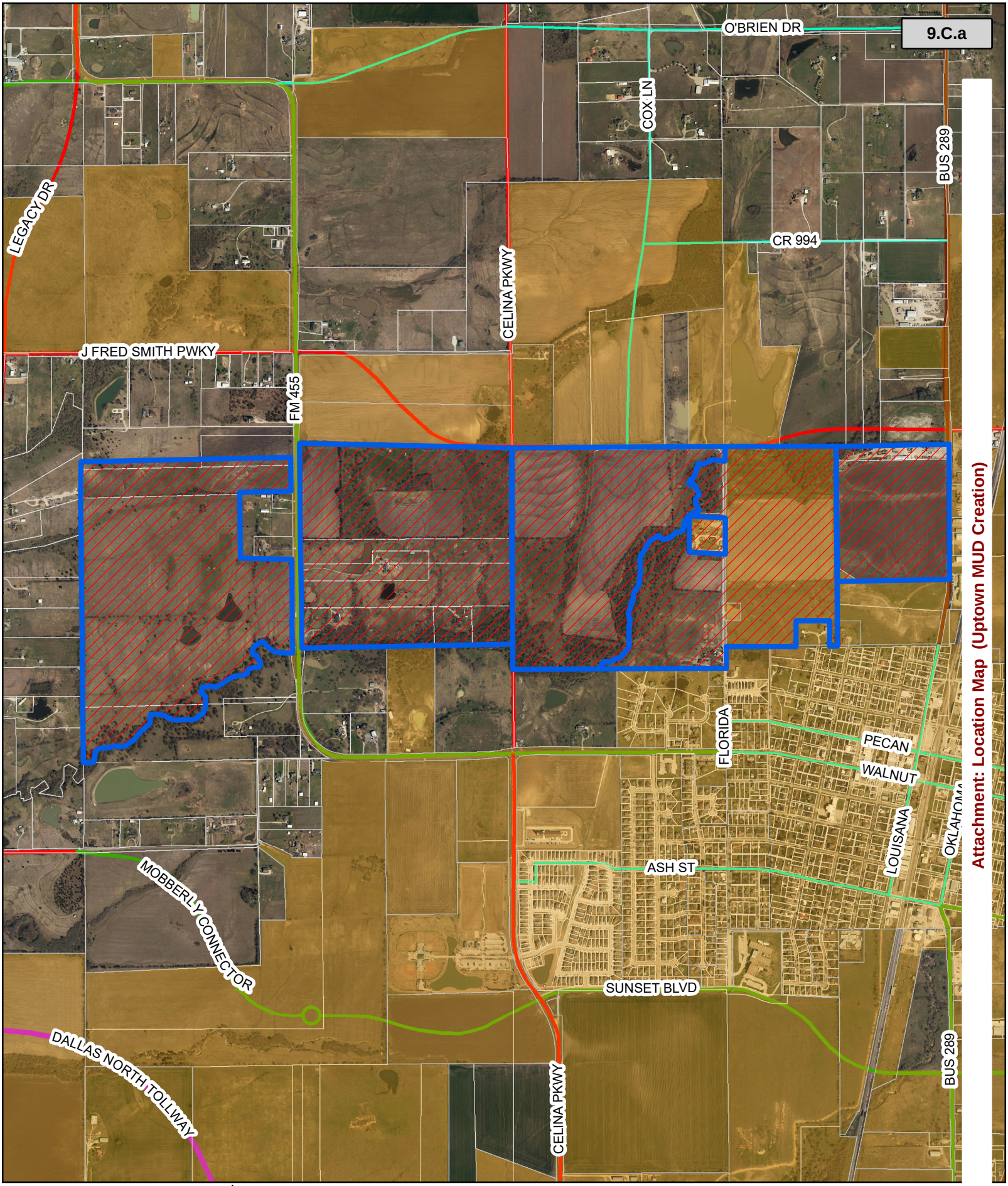
Action Requested:
Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, of approximately 567 acres of land, with 78 acres in the City limits and 489 acres in the City's extraterritorial jurisdiction; generally located south of J. Fred Smith Parkway, east of future Legacy Drive and west of BNSF Railroad, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (Uptown MUD Creation) (Mohan)

Applicant:
Rockhill Capital & Investments
9550 John W. Elliot, Suite#106
Frisco, TX 75033

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Uptown MUD Creation)

CELINA TEXAS EST. 1876
Life Connected.

Uptown DA Location Map

Date: 11/4/2020

Legend

- 20028-Bndy
- SubjectProperty
- City Limits
- Parcels

N W E S

0 Feet

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO THE CREATION OF UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, WHICH LIES PARTIALLY WITHIN THE EXTRATERRITORIAL JURISDICTION AND PARTIALLY WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA.

WHEREAS, Rockhill Capital & Investments LLC, a Texas limited liability company (the "Petitioner"), desires that the City of Celina consent to the creation of Uptown Municipal Utility District No. 1 of Collin County (the "District") and the inclusion in the District of approximately 567 acres of land (the "Land"), more or less, in Collin County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, approximately 489 acres of the Land to be included within the District are currently located within the extraterritorial jurisdiction of the City of Celina, Texas (the "ETJ Land"), and approximately 78 acres of the Land to be included within the District are currently located within the corporate limits of the City of Celina, Texas (the "City Land"); and

WHEREAS, the Petitioner intends to submit a voluntary annexation petition for the City of Celina to annex the EJ Land into the corporate limits of the City of Celina; and

WHEREAS, the Petitioner intends to submit to the Mayor and City Council of the City of Celina, Texas, a Petition for Consent to Creation of Uptown Municipal Utility District No. 1 of Collin County; and

WHEREAS, Section 54.016 of the Texas Water Code requires the City grant its consent by resolution to the creation of a municipal utility district that is proposed within the City limits or the City's extraterritorial jurisdiction and is permitted to attach certain conditions thereto; and

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

WHEREAS, the City Council of the City of Celina, Texas desires to consent to the creation of the District, the inclusion of the Land in the District, and the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are hereby adopted.

Attachment: Draft Resolution (Uptown MUD Creation)

Section 2. That the City Council of the City of Celina hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the creation of Uptown Municipal Utility District No. 1 of Collin County to include, in part, the Land described in the attached Exhibit "A" encompassing the ETJ Land and the City Land and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, provided that:

A. The District constructs facilities to serve the Land in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.

B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.

C. The City may not annex land into the District without the City's prior approval.

D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.

E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
   1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
   2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
   3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction and interest during construction; and
   4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the District may not provide retail or wholesale water or wastewater services.

F. Rockhill Capital & Investments LLC shall enter into the Development Agreement with the City for the Land.

Section 3. That this resolution take effect immediately upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the Land, as indicated by the county tax rolls (the "Petition"). The Petition shall describe the boundaries of the Land by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the Land, and state the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by the Petitioner.

Attachment: Draft Resolution (Uptown MUD Creation)

DULY RESOLVED by the City Council of the City of Celina, Texas on the 12th day of January 2021.

_____

Mayor

ATTEST:

_____

City Secretary

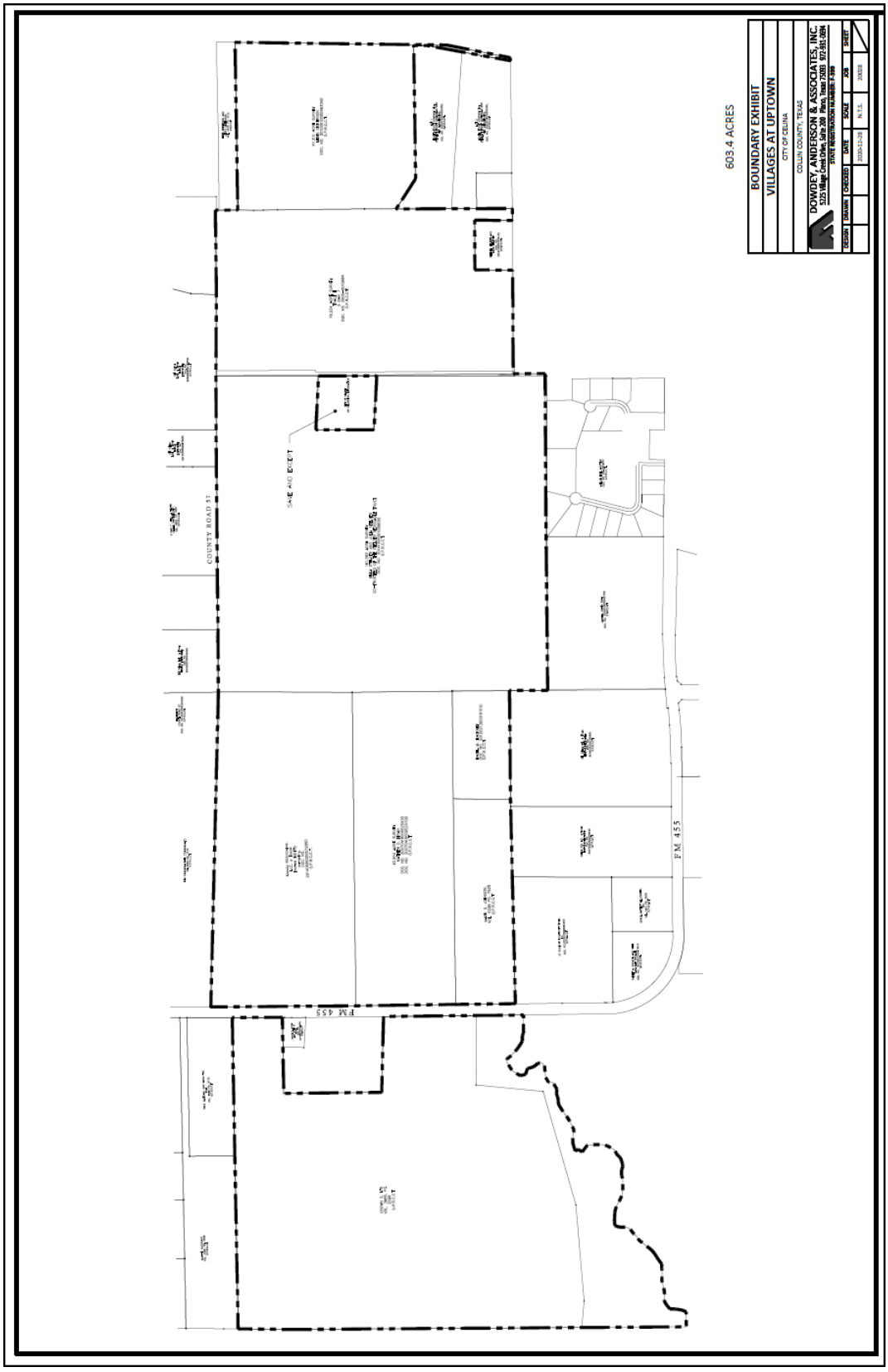
APPROVED AS TO FORM:

_____

Julie Fort, Attorney for the City

Attachment: Draft Resolution (Uptown MUD Creation)

Exhibit "A"



Attachment: Draft Resolution (Uptown MUD Creation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	La Terra - Development Agreement 1st Amendment

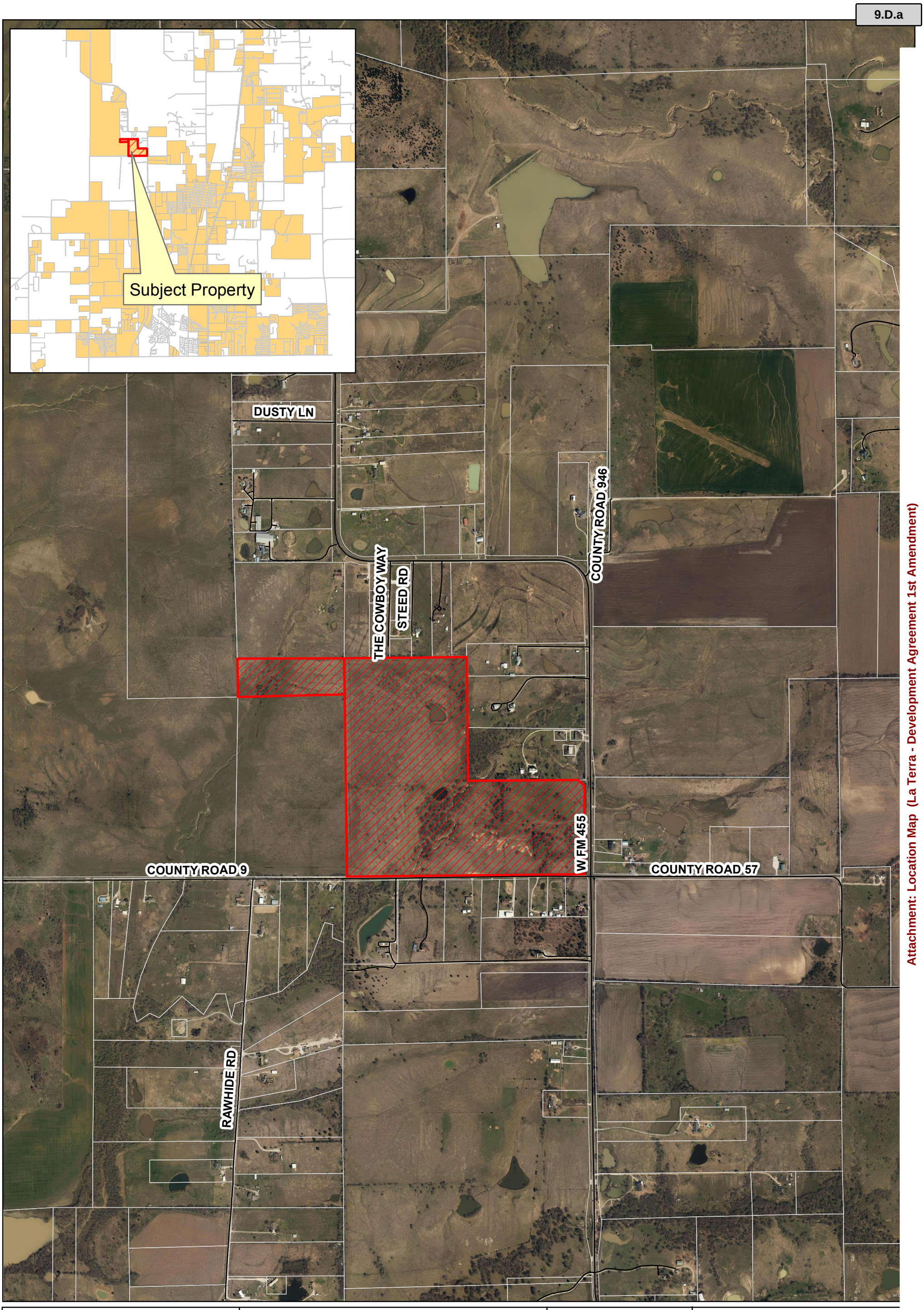
Action Requested:
Consider and act upon a request to amend a development agreement with Horizon Celina Partners LLC for the development of approximately 108 acres of land; generally located west of FM 455 and north of CR 9, within the City Limits. (La Terra - DA 1st Amendment) (Mohan)

Applicant:
Celina 108 LLC,
5560 Tennyson Parkway, Suite 250
Plano, TX 75024

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Development Agreement Amendment

Staff Recommendation:
Staff recommends approval as presented.



Villages of Lakewood Location Map

Date: 9/30/2019

Legend

- Roads
- Villages of Lakewood
- Parcels

N W E S

0 900 1,800 Feet

Attachment: Location Map (La Terra - Development Agreement 1st Amendment)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this "First Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and Horizon Celina Partners LLC, a Texas limited liability company (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this First Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and Point Land & Development, LLC, a Texas limited liability company ("PLD") previously entered into that certain Development Agreement, effective November 18, 2019, recorded in the Official Public Records of Collin County as Instrument No. 20191121001488120 (the "Development Agreement"), as assigned by PLD to the Owner, governing the development of approximately 108 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, in accordance with the Development Agreement and pursuant to Resolution No. 2020-39R, dated June 9, 2020, the City created that certain La Terra Public Improvement District governing the Property (the "PID"); and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this First Amendment; and

WHEREAS, this First Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and the Owner and the City are proceeding in reliance of the enforceability of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. The twenty-third (23rd) Recital of the Development Agreement is amended in its entirety to read as follows:

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act") or a Municipal Utility District to

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

be named "Uptown Municipal Utility District No. 1 of Collin County" (the "MUD"), described in Chapter 54, Texas Water Code, as amended, entitled "Municipal Utility Districts"; and

Section 2. The twenty-fourth (24th) Recital of the Development is hereby deleted and removed in its entirety.

Section 3. The following definitions shall be added to and incorporated into Section 1.2 of the Development Agreement:

MUD means Uptown Municipal Utility District No. 1 of Collin County to consist of the Property, the Rollertown Property, and the Uptown Property.

MUD Bonds is defined in Section 7.1(a).

MUD Property means, collectively, the Property, the Rollertown Property and the Uptown Property.

Rollertown Property means the approximately 130 acre tract of land located adjacent to the Property.

Special District is defined in Section 7.1.

Special District Bonds is defined in Section 7.1.

Uptown Property means the approximately 567 acre tract of land located adjacent to the Property.

Section 4. Section 2.1(a) of the Development Agreement is amended in its entirety to read as follows:

2.1 Public Infrastructure.

(a) 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. The City may charge fees for the review and approval of plans and specifications. 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. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right of way, except that main lines running along a thoroughfare must be in easements outside of the public right of way. The size of the Public Infrastructure shall be as finally determined by the City's engineer and could vary from the estimated sizes reflected in **Exhibits E, F, and G** but any costs associated with oversizing the Public Infrastructure to serve property outside the Development will be borne by the City.

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

Section 5. Section 2.2(a) of the Development Agreement is amended in its entirety to read as follows:

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. The City may charge a fee for an inspection.

Section 6. Article III of the Development Agreement is amended to include the following additional Section 3.8:

3.8 Temporary Manufactured Home. One (1) temporary manufactured home, if necessary, shall be permitted on the Property at any time necessary to satisfy the on-site voter requirements of the Texas Commission on Environmental Quality in conjunction with the MUD.

Section 7. Section 7.1 of the Development Agreement is amended in its entirety to read as follows:

7.1 Special District Financing. The City will support the creation of the MUD or PID (each, a "Special District"), by the Owner's preference, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, or other investors recommended as suitable by the City's financial advisor, the City agrees to issue PID Bonds or consent, if required, to MUD Bonds ("Special District Bonds").

(a) The Owner has submitted a Petition for Consent to Creation of the MUD to the City. The City agrees to consent to the creation of the MUD, the inclusion of the Property in the MUD, and the issuance of bonds by the MUD (the "MUD Bonds"), by adoption and execution of the Consent Resolution attached hereto as **Exhibit I**.

(b) The Owner agrees that the total amount of MUD Bonds shall not exceed One Hundred Million Dollars ($100,000,000.00). Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

This SECTION 7.1(b) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(c) If administering the PID, the City and the Owner shall jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The minimum tax equivalent rate for the assessment levy shall be at least $0.42 per $100 of taxable assessed valuation at the time of issuance of each series of PID Bonds. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act.

(d) If the MUD is created which encompasses the Property, the Owner will submit a PID dissolution petition to the City on or before June 1, 2021. Pursuant to Section 372.011 of the PID Act, the City agrees to call a public hearing, in the same manner as a hearing for the purposes of creating the PID, for the purpose of dissolving the PID. The City further agrees to dissolve the PID.

Section 8. The term "PID Bonds" as used in Section 7.3 of the Development Agreement is hereby replaced with the term "Special District Bonds" throughout the entirety of Section 7.3.

Section 9. Section 7.4 of the Development Agreement is amended in its entirety to read as follows:

7.4 Special District 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, for PIDs and/or by Section 49.452 of the Texas Water Code, as amended, for MUDs to anyone who purchases property within the Special District notifying the purchaser of the information required by said State statutes. Further, such Owner shall require builders selling homes to continuously post a notice of the assessments and/or MUD property tax in a conspicuous location in each model home and provide an explanation of the 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.

Section 10. Section 11.12 of the Development Agreement is amended to include the following exhibit, as attached hereto:

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

Exhibit I Consent Resolution

Section 11. Subject to the amendments contained in this First Amendment, all provisions of the Development Agreement remain in full force and effect.

Section 12. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

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

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

By: _____
Julie Fort, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021, 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

(SEAL)

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

OWNER:

HORIZON CELINA PARTNERS LLC,
a Texas limited liability company

By: Celina 108 LLC,
a Texas limited liability company
its manager

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2021, by _____, _____ of Celina 108 LLC, a Texas limited liability company, manager of Horizon Celina Partners LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

EXHIBIT I

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO THE CREATION OF UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, WHICH LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA.

WHEREAS, Horizon Celina Partners LLC, a Texas limited liability company (the "Petitioner"), desires that the City of Celina consent to the creation of Uptown Municipal Utility District No. 1 of Collin County (the "District") and the inclusion in the District of approximately 108.175 acres of land (the "Land"), more or less, in Collin County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the Land to be included within the District is located within the corporate limits of the City of Celina, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Celina, Texas, and the Mayor and City Council of the City of Celina, Texas have received, a Petition for Consent to Creation of Uptown Municipal Utility District No. 1 of Collin County; and

WHEREAS, Section 54.016 of the Texas Water Code requires the City grant its consent by resolution to the creation of a municipal utility district that is proposed within the City limits and is permitted to attach certain conditions thereto; and

WHEREAS, the Petitioner states the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system and the estimated cost of the work to be completed on the Land is $21,000,000.00; and

WHEREAS, the City Council of the City of Celina, Texas desires to consent to the creation of the District, the inclusion of the Land in the District, and the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are hereby adopted.

Section 2. That the City Council of the City of Celina hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the creation of Uptown Municipal Utility District No. 1 of Collin County to include, in part, the Land described on the attached metes and bounds description located

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

within the corporate limits of the City of Celina and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, provided that:

A. The District constructs facilities to serve the Land in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.

B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.

C. The City may not annex land into the District without the City's prior approval.

D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.

E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

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

F. Horizon Celina Partners, LLC shall enter into the First Amendment to Development Agreement with the City for the Land.

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

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

DULY RESOLVED by the City Council of the City of Celina, Texas on the _____ day of _____, 2021.

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

Julie Fort, Attorney for the City

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

Exhibit "A"
LEGAL DESCRIPTION
108.175 ACRES

BEING a tract of land in the J. HEATH SURVEY, ABSTRACT NO. 387 and the J. RAGDALE SURVEY, ABSTRACT NO. 735, Collin County, Texas, and being that tract of land conveyed in Deed to JASC Investments Inc., according to the document of record filed in Document Number 20160610000730460, Official Public Records, Collin County, Texas, and being more particularly described as follows;

BEGINNING at a wooden fence post found for the common northwest corner of said JASC Investments Inc. tract and the southwest corner of that tract of land conveyed in Deed to Pair Of Dice Properties, LLC, according to the document of record filed in Document Number 20181102001367960, Official Public Records, Collin County, Texas, and being in the east line of that tract of land conveyed in Deed to Dynavest Joint Venture, according to the document of record filed in Book 2288, Page 114, Deed Records, Collin County, Texas;

THENCE N 89° 42' 34" E, with the common north line of said JASC Investments Inc. tract and the south line of said Pair Of Dice Properties, LLC tract, a distance of 1147.28 feet to a 1/2" iron rod found for the common southeast corner of said Pair Of Dice Properties, LLC tract and the southwest corner of that tract of land conveyed in Deed to Charles Ray Huddleston and Sherry Lynn Huddleston, according to the document filed of record in Volume 1368, Page 368, Deed Records, Collin County, Texas;

THENCE N 89° 56' 49" E, with the common north line said JASC Investments Inc. tract and the south line of said Charles Ray Huddleston and Sherry Lynn Huddleston tract, a distance of 269.47 feet to a 3/8" iron rod found for the common southeast corner of said Charles Ray Huddleston and Sherry Lynn Huddleston tract and the southwest corner of that tract of land described as Tract I as conveyed in Deed to Rodney L. Steed and wife, Tommie S. Steed, according to the document of record filed in Book 4393. Page 0942, Official Public Records, Collin County, Texas, from which a 5/8" iron rod found bears N 05° 19' 33" W, 1.19';

THENCE N 89° 06' 37" E, with the common north line said JASC Investments Inc. tract and the south line of said Rodney L. Steed and wife, Tommie S. Steed tract, a distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Rodney L. Steed and wife, Tommie S. Steed tract and the southwest corner of that tract of land described as Tract I as conveyed in Deed to Tommie S. Steed and Rodney L. Steed, according to the document of record filed in Document Number 20071011001400330, Official Public Records, Collin County, Texas;

THENCE N 89° 35' 00" E, with the common north line said JASC Investments Inc. tract and the south line of said Tommie S. Steed and Rodney L. Steed tract, a distance of 220.01 feet to a 1/2" iron rod found for the common southeast corner of said Tommie S. Steed and Rodney L. Steed tract and the southwest corner of that tract of land described as Steed Tract I as conveyed in Deed to Frances L. Steed, according to the documents of record filed in Document Number

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

20160323000342400, in Document Number 20151124001478820, and in Document Number 20150924001214890, Official Public Records, Collin County, Texas;

THENCE N 89° 29' 11" E, with the common north line said JASC Investments Inc. tract and the south line of said Frances L. Steed tract, a distance of 220.84 feet to a 1/2" iron rod found for the common southeast corner of said Frances L. Steed tract and the southwest corner of that tract of land conveyed in Deed to Jacki Cantrell, Co-Trustee of the Cantrell Family Trust; Kenny Cantrell, Co-Trustee of the Cantrell Family Trust; and Debbie Cantrell, Co-Trustee of the Cantrell Family Trust, according to the document of record filed in Document Number 20071205001624610, Official Public Records, Collin County, Texas;

THENCE N 89° 45' 20" E, with the common north line said JASC Investments Inc. tract and the south line of said Cantrell Family Trust tract, distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Cantrell Family Trust tract and the southwest corner of that tract of land conveyed in Deed to Celina Parkway 28 Partners, LTD, according to the document of record filed in Document Number 20170616000786060, Official Public Records, Collin County, Texas;

THENCE N 89° 28' 39" E, with the common north line said JASC Investments Inc. tract and the south line of said Celina Parkway 28 Partners, LTD, a distance of 161.26 feet to a 4" metal fence post found for the common northeast of said JASC Investments Inc. tract and the most southern southeast corner of said Celina Parkway 28 Partners, LTD and being in the west line of that tract of land conveyed in Deed to Leslie C. Hall and Spouse, Barbara P. Hall, according to the document of record filed in Document Number 19920408000221690, Official Public Records, Collin County, Texas, from which a wooden fence post found for the common northwest corner of said Leslie C. Hall and Spouse, Barbara P. Hall tract and an interior ell corner of said Celina Parkway 28 Partners, LTD tract, bears N 01 01' 07" W, 145.26';

THENCE S 01° 00' 02" E, with the common east line of said JASC Investments Inc. tract and the west line of said Leslie C. Hall and Spouse, Barbara P. Hall tract, a distance of 199.15 feet to an 8" wooden fence post found for the common southwest corner of said Leslie C. Hall and Spouse, Barbara P. Hall tract and the northwest corner of that tract of land conveyed in Deed to Jerry David Oaks, according to the document of record filed in Document Number 20110217000181560, Official Public Records, Collin County, Texas, from which a 1/2" iron rod found bears S 84° 26' 38" W, 2.58';

THENCE S 00° 23' 10" E, with the common east line of said JASC Investments Inc. tract and the west line of said Jerry David Oaks tract, a distance of 552.10 feet to a 1/2" iron rod found for the common southwest corner of said Jerry David Oaks tract and the northwest corner of that tract of land conveyed in Deed to Laddie Garner and wife, Joan Garner, according to the document of record filed in Book 3969, Page 3021, Official Public Records, Collin County, Texas, from which a metal fence post bears S 89° 54' 43" E, 6.51';

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

THENCE S 00° 30' 47" E, with the common east line of said JASC Investments Inc. tract and the west line of said to Laddie Garner and wife, Joan Garner tract, a distance of 573.65 feet to a 1/2" iron rod with a yellow plastic cap stamped "DAA" set for the common interior ell corner of said JASC Investments Inc. tract and the southwest corner of said to Laddie Garner and wife, Joan Garner tract, from which a 1/2" iron pipe found bears S 88° 47' 55" W, 2.61';

THENCE N 88° 47' 55" E, with the common north line said JASC Investments Inc. tract and the south line of said Laddie Garner and wife, Joan Garner tract a distance of 756.71 feet to a 1/2" iron rod found;

THENCE S 89° 25' 38" E, continuing with the common line of said JASC Investments Inc. tract and said Laddie Garner and wife, Joan Garner tract, a distance of 447.04 feet to a 6" wooden fence post found;

THENCE S 51° 55' 44" E, a distance of 65.81 feet to a wooden fence post found for the most easterly northeast corner of said JASC Investments Inc. tract and being in the west line of Farm-to-Market Road (FM) 455, a 90' right-of-way;

THENCE S 00° 17' 07" E, with the common east line of said JASC Investments Inc. tract and west line of said Farm-to-Market Road (FM) 455, a distance of 945.84 feet to a 1/2" iron rod with a yellow plastic cap stamped "DAA" set for the southeast corner of said JASC Investments Inc. tract, said being the intersection of the west line of said FM 455 and the north line of County Road (CR) 9, from which a 6" wooden fence post bears S 89° 16' 10" W, 2.65';

THENCE S 89° 16' 10" W, with the common south line of said JASC Investments Inc. tract and the north line of said County Road (CR) 9, a distance of 2,532.41 feet to a wooden fence post found for the southwest corner of said JASC Investments Inc. tract, said being in the east line of the above mentioned Dynavest Joint Venture tract;

THENCE N 01° 29' 13" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 1,940.30 feet to a 1/2" iron rod with a red plastic cap stamped "PEISER-MANKIN" found for the common interior ell corner of said JASC Investments Inc. tract and the most easterly northeast corner of said Dynavest Joint Venture tract;

THENCE S 88° 23' 39" W, with the common south line of said JASC Investments Inc. tract and the north line of said Dynavest Joint Venture tract, a distance of 1,140.47 feet to a 5/8" iron rod found the common most westerly southwest corner of said JASC Investments Inc. tract and an interior ell corner of said Dynavest Joint Venture tract;

THENCE N 01° 16' 34" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 409.06 feet to the **POINT OF BEGINNING**, and containing 108.175 acres of land, more or less.

Attachment: Development Agreement Amendment (La Terra - Development Agreement 1st Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Raha Pouladi, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	La Terra - Uptown MUD Creation

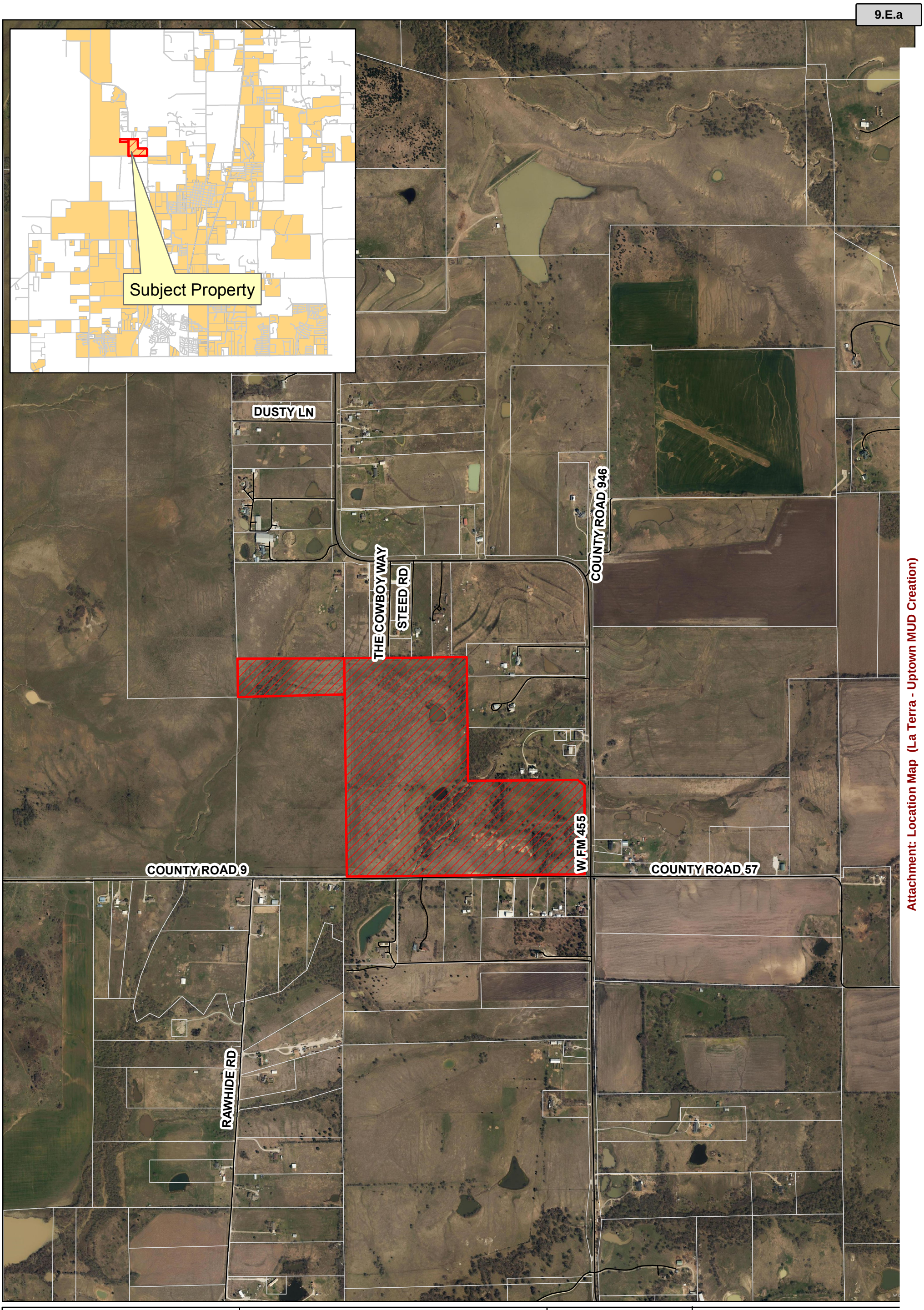
Action Requested:
Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, for approximately 108 acres of land; generally located west of FM 455 and north of CR 9, within the City of Celina. (La Terra - Uptown MUD Creation) (Mohan)

Applicant:
Celina 108 LLC,
5560 Tennyson Parkway, Suite 250
Plano, TX 75024

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.



Villages of Lakewood Location Map

Date: 9/30/2019

Legend

- Roads
- Villages of Lakewood
- Parcels

N W E S

0 900 1,800 Feet

Attachment: Location Map (La Terra - Uptown MUD Creation)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO THE CREATION OF UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, WHICH LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA.

WHEREAS, Horizon Celina Partners LLC, a Texas limited liability company (the "Petitioner"), desires that the City of Celina consent to the creation of Uptown Municipal Utility District No. 1 of Collin County (the "District") and the inclusion in the District of approximately 108.175 acres of land (the "Land"), more or less, in Collin County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the Land to be included within the District is located within the corporate limits of the City of Celina, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Celina, Texas, and the Mayor and City Council of the City of Celina, Texas have received, a Petition for Consent to Creation of Uptown Municipal Utility District No. 1 of Collin County; and

WHEREAS, Section 54.016 of the Texas Water Code requires the City grant its consent by resolution to the creation of a municipal utility district that is proposed within the City limits and is permitted to attach certain conditions thereto; and

WHEREAS, the Petitioner states the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system and the estimated cost of the work to be completed on the Land is $21,000,000.00; and

WHEREAS, the City Council of the City of Celina, Texas desires to consent to the creation of the District, the inclusion of the Land in the District, and the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are hereby adopted.

Section 2. That the City Council of the City of Celina hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the creation of Uptown Municipal Utility District No. 1 of Collin County to include, in part, the Land described on the attached metes and bounds description located within the corporate limits of the City of Celina and to consent to the issuance of bonds

Attachment: Draft Resolution (La Terra - Uptown MUD Creation)

for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, provided that:

A. The District constructs facilities to serve the Land in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.

B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.

C. The City may not annex land into the District without the City's prior approval.

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E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

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

F. Horizon Celina Partners, LLC shall enter into the First Amendment to Development Agreement with the City for the Land.

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

Attachment: Draft Resolution (La Terra - Uptown MUD Creation)

DULY RESOLVED by the City Council of the City of Celina, Texas on the 12th day of January 2021.

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

Julie Fort, Attorney for the City

Attachment: Draft Resolution (La Terra - Uptown MUD Creation)

Exhibit "A"

LEGAL DESCRIPTION

108.175 ACRES

BEING a tract of land in the J. HEATH SURVEY, ABSTRACT NO. 387 and the J. RAGDALE SURVEY, ABSTRACT NO. 735, Collin County, Texas, and being that tract of land conveyed in Deed to JASC Investments Inc., according to the document of record filed in Document Number 20160610000730460, Official Public Records, Collin County, Texas, and being more particularly described as follows;

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THENCE N 89° 42' 34" E, with the common north line of said JASC Investments Inc. tract and the south line of said Pair Of Dice Properties, LLC tract, a distance of 1147.28 feet to a 1/2" iron rod found for the common southeast corner of said Pair Of Dice Properties, LLC tract and the southwest corner of that tract of land conveyed in Deed to Charles Ray Huddleston and Sherry Lynn Huddleston, according to the document filed of record in Volume 1368, Page 368, Deed Records, Collin County, Texas;

THENCE N 89° 56' 49" E, with the common north line said JASC Investments Inc. tract and the south line of said Charles Ray Huddleston and Sherry Lynn Huddleston tract, a distance of 269.47 feet to a 3/8" iron rod found for the common southeast corner of said Charles Ray Huddleston and Sherry Lynn Huddleston tract and the southwest corner of that tract of land described as Tract I as conveyed in Deed to Rodney L. Steed and wife, Tommie S. Steed, according to the document of record filed in Book 4393. Page 0942, Official Public Records, Collin County, Texas, from which a 5/8" iron rod found bears N 05° 19' 33" W, 1.19';

THENCE N 89° 06' 37" E, with the common north line said JASC Investments Inc. tract and the south line of said Rodney L. Steed and wife, Tommie S. Steed tract, a distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Rodney L. Steed and wife, Tommie S. Steed tract and the southwest corner of that tract of land described as Tract I as conveyed in Deed to Tommie S. Steed and Rodney L. Steed, according to the document of record filed in Document Number 20071011001400330, Official Public Records, Collin County, Texas;

THENCE N 89° 35' 00" E, with the common north line said JASC Investments Inc. tract and the south line of said Tommie S. Steed and Rodney L. Steed tract, a distance of 220.01 feet to a 1/2" iron rod found for the common southeast corner of said Tommie S. Steed and Rodney L. Steed tract and the southwest corner of that tract of land described as Steed Tract I as conveyed in Deed to Frances L. Steed, according to the documents of record filed in Document Number

Attachment: Draft Resolution (La Terra - Uptown MUD Creation)

20160323000342400, in Document Number 20151124001478820, and in Document Number 20150924001214890, Official Public Records, Collin County, Texas;

THENCE N 89° 29' 11" E, with the common north line said JASC Investments Inc. tract and the south line of said Frances L. Steed tract, a distance of 220.84 feet to a 1/2" iron rod found for the common southeast corner of said Frances L. Steed tract and the southwest corner of that tract of land conveyed in Deed to Jacki Cantrell, Co-Trustee of the Cantrell Family Trust; Kenny Cantrell, Co-Trustee of the Cantrell Family Trust; and Debbie Cantrell, Co-Trustee of the Cantrell Family Trust, according to the document of record filed in Document Number 20071205001624610, Official Public Records, Collin County, Texas;

THENCE N 89° 45' 20" E, with the common north line said JASC Investments Inc. tract and the south line of said Cantrell Family Trust tract, distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Cantrell Family Trust tract and the southwest corner of that tract of land conveyed in Deed to Celina Parkway 28 Partners, LTD, according to the document of record filed in Document Number 20170616000786060, Official Public Records, Collin County, Texas;

THENCE N 89° 28' 39" E, with the common north line said JASC Investments Inc. tract and the south line of said Celina Parkway 28 Partners, LTD, a distance of 161.26 feet to a 4" metal fence post found for the common northeast of said JASC Investments Inc. tract and the most southern southeast corner of said Celina Parkway 28 Partners, LTD and being in the west line of that tract of land conveyed in Deed to Leslie C. Hall and Spouse, Barbara P. Hall, according to the document of record filed in Document Number 19920408000221690, Official Public Records, Collin County, Texas, from which a wooden fence post found for the common northwest corner of said Leslie C. Hall and Spouse, Barbara P. Hall tract and an interior ell corner of said Celina Parkway 28 Partners, LTD tract, bears N 01 01' 07" W, 145.26';

THENCE S 01° 00' 02" E, with the common east line of said JASC Investments Inc. tract and the west line of said Leslie C. Hall and Spouse, Barbara P. Hall tract, a distance of 199.15 feet to an 8" wooden fence post found for the common southwest corner of said Leslie C. Hall and Spouse, Barbara P. Hall tract and the northwest corner of that tract of land conveyed in Deed to Jerry David Oaks, according to the document of record filed in Document Number 20110217000181560, Official Public Records, Collin County, Texas, from which a 1/2" iron rod found bears S 84° 26' 38" W, 2.58';

THENCE S 00° 23' 10" E, with the common east line of said JASC Investments Inc. tract and the west line of said Jerry David Oaks tract, a distance of 552.10 feet to a 1/2" iron rod found for the common southwest corner of said Jerry David Oaks tract and the northwest corner of that tract of land conveyed in Deed to Laddie Garner and wife, Joan Garner, according to the document of record filed in Book 3969, Page 3021, Official Public Records, Collin County, Texas, from which a metal fence post bears S 89° 54' 43" E, 6.51';

Attachment: Draft Resolution (La Terra - Uptown MUD Creation)

THENCE S 00° 30' 47" E, with the common east line of said JASC Investments Inc. tract and the west line of said to Laddie Garner and wife, Joan Garner tract, a distance of 573.65 feet to a 1/2" iron rod with a yellow plastic cap stamped "DAA" set for the common interior ell corner of said JASC Investments Inc. tract and the southwest corner of said to Laddie Garner and wife, Joan Garner tract, from which a 1/2" iron pipe found bears S 88° 47' 55" W, 2.61';

THENCE N 88° 47' 55" E, with the common north line said JASC Investments Inc. tract and the south line of said Laddie Garner and wife, Joan Garner tract a distance of 756.71 feet to a 1/2" iron rod found;

THENCE S 89° 25' 38" E, continuing with the common line of said JASC Investments Inc. tract and said Laddie Garner and wife, Joan Garner tract, a distance of 447.04 feet to a 6" wooden fence post found;

THENCE S 51° 55' 44" E, a distance of 65.81 feet to a wooden fence post found for the most easterly northeast corner of said JASC Investments Inc. tract and being in the west line of Farm-to-Market Road (FM) 455, a 90' right-of-way;

THENCE S 00° 17' 07" E, with the common east line of said JASC Investments Inc. tract and west line of said Farm-to-Market Road (FM) 455, a distance of 945.84 feet to a 1/2" iron rod with a yellow plastic cap stamped "DAA" set for the southeast corner of said JASC Investments Inc. tract, said being the intersection of the west line of said FM 455 and the north line of County Road (CR) 9, from which a 6" wooden fence post bears S 89° 16' 10" W, 2.65';

THENCE S 89° 16' 10" W, with the common south line of said JASC Investments Inc. tract and the north line of said County Road (CR) 9, a distance of 2,532.41 feet to a wooden fence post found for the southwest corner of said JASC Investments Inc. tract, said being in the east line of the above mentioned Dynavest Joint Venture tract;

THENCE N 01° 29' 13" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 1,940.30 feet to a 1/2" iron rod with a red plastic cap stamped "PEISER-MANKIN" found for the common interior ell corner of said JASC Investments Inc. tract and the most easterly northeast corner of said Dynavest Joint Venture tract;

THENCE S 88° 23' 39" W, with the common south line of said JASC Investments Inc. tract and the north line of said Dynavest Joint Venture tract, a distance of 1,140.47 feet to a 5/8" iron rod found the common most westerly southwest corner of said JASC Investments Inc. tract and an interior ell corner of said Dynavest Joint Venture tract;

THENCE N 01° 16' 34" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 409.06 feet to the **POINT OF BEGINNING**, and containing 108.175 acres of land, more or less.

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Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: Northside at Rollertown - DA Amendment

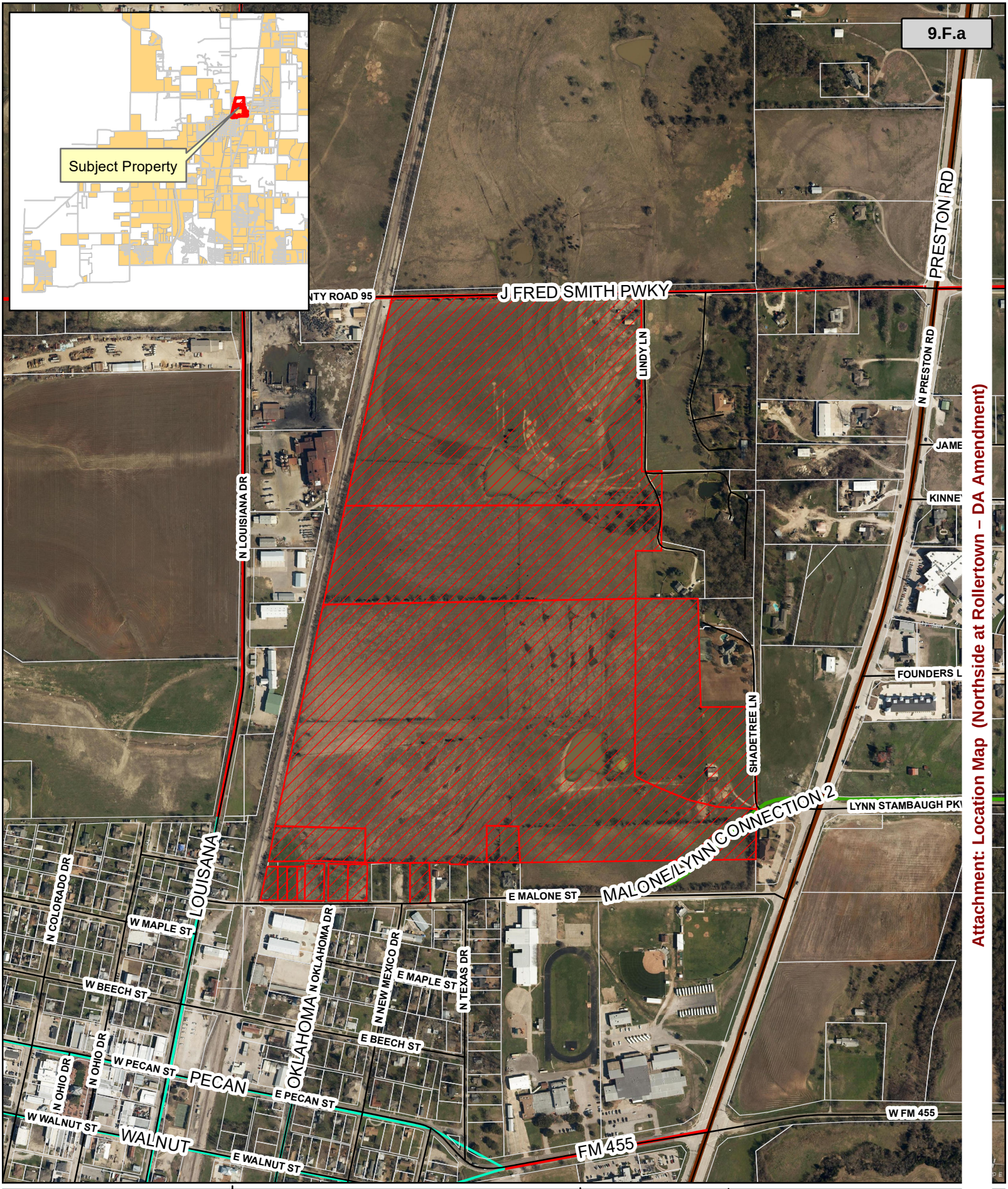
Action Requested:
Consider and act upon a request to amend a development agreement RCI-Celina 115, LP for the development of approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City Limits. (Northside at Rollertown - DA 2nd Amendment) (Mohan)

Applicant:
RCI-Celina 115 LP
5950 Berkshire Lane, Suite 200
Dallas, TX 75225

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Revised Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Northside at Rollertown – DA Amendment)

CELINA TEXAS est. 1876
Life Connected.

Location Map
Northside at Rollertown

Date: 6/1/2020

Legend
- Roads
- Northside at Rollertown
- Parcels

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SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (this "Second Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and RCI-Celina 115, LP, a Texas limited partnership (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Second Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and RCI-Celina 115, LLC, a Texas limited liability company ("RCI LLC"), previously entered into that certain Development Agreement, effective December 12, 2019, recorded in the Official Public Records of Collin County as Instrument No. 20191219001619930 (the "Development Agreement"), as assigned by RCI LLC to the Owner, governing the development of approximately 130 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, the City and the Owner entered into that certain First Amendment to Development Agreement, effective June 15, 2020; and

WHEREAS, in accordance with the Development Agreement and pursuant to Resolution 2020-75R, dated October 13, 2020, the City created that certain Northside Public Improvement District (the "PID"); and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this Second Amendment; and

WHEREAS, this Second Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and the Owner and the City are proceeding in reliance of the enforceability of this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. The twenty-second (22nd) Recital of the Development Agreement is amended in its entirety to read as follows:

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

"Public Improvement District Assessment Act" (the "PID Act") or a Municipal Utility District to be named "Uptown Municipal Utility District No. 1 of Collin County" (the "MUD"), described in Chapter 54, Texas Water Code, as amended, entitled "Municipal Utility Districts"; and

Section 2. The twenty-third (23rd) Recital of the Development is hereby deleted and removed in its entirety.

Section 3. The following definitions shall be added to and incorporated into Section 1.2 of the Development Agreement:

La Terra Property means the approximately 108 acre tract of land located adjacent to the Property.

MUD means Uptown Municipal Utility District No. 1 of Collin County to consist of the Property, the La Terra Property, and the Uptown Property, and is described in the Recitals.

MUD Bonds is defined in Section 7.1(a).

MUD Property means, collectively, the Property, the La Terra Property and the Uptown Property.

Special District is defined in Section 7.1.

Special District Bonds is defined in Section 7.1.

Uptown Property means the approximately 567 acre tract of land located adjacent to the Property.

Section 4. Section 2.1(a) of the Development Agreement is amended in its entirety to read as follows:

2.1 Public Infrastructure.

(a) 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. The City may charge fees for the review and approval of plans and specifications. 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. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right of way, except that main lines running along a thoroughfare must be in easements outside of the public right of way. The size of the Public Infrastructure shall be as finally determined by the City's engineer and could vary from the estimated sizes reflected in

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

Exhibits E, F, and G but any costs associated with oversizing the Public Infrastructure to serve property outside the Development will be borne by the City.

Section 5. Section 2.2(a) of the Development Agreement is amended in its entirety to read as follows:

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. The City may charge a fee for an inspection.

Section 6. Article III of the Development Agreement is amended to include the following additional Section 3.8:

3.8 Temporary Manufactured Home. One (1) temporary manufactured home, if necessary, shall be permitted on the Property at any time necessary to satisfy the on-site voter requirements of the Texas Commission on Environmental Quality in conjunction with the MUD.

Section 7. Section 7.1 of the Development Agreement is amended in its entirety to read as follows:

7.1 Special District Financing. The City will support the creation of the MUD or PID (each, a "Special District"), by the Owner's preference, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, or other investors recommended as suitable by the City's financial advisor, the City agrees to issue PID Bonds or consent, if required, to MUD Bonds ("Special District Bonds").

(a) The Owner has submitted a Petition for Consent to Creation of the MUD to the City. The City agrees to consent to the creation of the MUD, the inclusion of the Property in the MUD, and the issuance of bonds by the MUD (the "MUD Bonds"), by adoption and execution of the Consent Resolution attached hereto as **Exhibit J**.

(b) The Owner agrees that the total amount of MUD Bonds shall not exceed One Hundred Million Dollars ($100,000,000.00). Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

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

This SECTION 7.1(b) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(c) If administering the PID, the City and the Owner shall jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The minimum tax equivalent rate for the assessment levy shall be at least $0.43 per $100 of taxable assessed valuation at the time of issuance of each series of PID Bonds. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act.

(d) If the MUD is created which encompasses the Property, the Owner will submit a PID dissolution petition to the City on or before June 1, 2021. Pursuant to Section 372.011 of the PID Act, the City agrees to call a public hearing, in the same manner as a hearing for the purposes of creating the PID, for the purpose of dissolving the PID. The City further agrees to dissolve the PID.

Section 8. The term "PID Bonds" as used in Section 7.3 of the Development Agreement is hereby replaced with the term "Special District Bonds" throughout the entirety of Section 7.3.

Section 9. Section 7.4 of the Development Agreement is amended in its entirety to read as follows:

7.4 Special District 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, for PIDs and/or by Section 49.452 of the Texas Water Code, as amended, for MUDs to anyone who purchases property within the Special District notifying the purchaser of the information required by said State statutes. Further, such Owner shall require builders selling homes to continuously post a notice of the assessments and/or MUD property tax in a conspicuous location in each model home and provide an explanation of the 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.

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

Section 10. Section 11.12 of the Development Agreement is amended to include the following exhibit, as attached hereto:

Exhibit J Consent Resolution

Section 11. Subject to the amendments contained in this Second Amendment, all provisions of the Development Agreement, as amended by the First Amendment, remain in full force and effect.

Section 12. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

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

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

By: _____
Julie Fort, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021, 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

(SEAL)

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

OWNER:

RCI-CELINA 115, LP,
a Texas limited partnership

By: RCI-Celina 115 GP LLC,
a Texas limited liability company
its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2021, by _____, _____ of RCI-Celina 115 GP LLC, a Texas limited liability company, General Partner of RCI-Celina 115, LP, a Texas limited partnership on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

EXHIBIT J

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO THE CREATION OF UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, WHICH LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA.

WHEREAS, RCI-Celina 115, LP, a Texas limited partnership (the "Petitioner"), desires that the City of Celina consent to the creation of Uptown Municipal Utility District No. 1 of Collin County (the "District") and the inclusion in the District of approximately 130.809 acres of land (the "Land"), more or less, in Collin County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the Land to be included within the District is located within the corporate limits of the City of Celina, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Celina, Texas, and the Mayor and City Council of the City of Celina, Texas have received, a Petition for Consent to Creation of Uptown Municipal Utility District No. 1 of Collin County; and

WHEREAS, Section 54.016 of the Texas Water Code requires the City grant its consent by resolution to the creation of a municipal utility district that is proposed within the City limits and is permitted to attach certain conditions thereto; and

WHEREAS, the Petitioner states the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system and the estimated cost of the work to be completed on the Land is $32,000,000.00; and

WHEREAS, the City Council of the City of Celina, Texas desires to consent to the creation of the District, the inclusion of the Land in the District, and the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are hereby adopted.

Section 2. That the City Council of the City of Celina hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the creation of Uptown Municipal Utility District No. 1 of Collin County to include, in part, the Land described on the attached metes and bounds description located within

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

the corporate limits of the City of Celina and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, provided that:

A. The District constructs facilities to serve the Land in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.

B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.

C. The City may not annex land into the District without the City's prior approval.

D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.

E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

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

F. RCI-Celina 115, LP shall enter into the Second Amendment to Development Agreement with the City for the Land.

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

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

DULY RESOLVED by the City Council of the City of Celina, Texas on the _____ day of _____, 2021.

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

Julie Fort, Attorney for the City

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

Exhibit "A"

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being all of a called 114.889 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, being all of a called 11.202 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332150 of the Official Public Records of Collin County, Texas, being all of a called 2.932 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332120 of the Official Public Records of Collin County, Texas, being all of a called 0.479 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332180 of the Official Public Records of Collin County, Texas, and also being all of a called 0.868 acre tract of land described as Tract 1 and all of a called 0.438 acre tract of land described as Tract 2 in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, and also being all of Lots 1 through 5, Block 1, Lots 1 and 2, Block 2, and Lot 1, Block 4 of Malone Addition, an unrecorded plat, and being more particularly described as follows:

BEGINNING at the southeast corner of said 114.889 acre tract on the northerly right-of-way line of Malone Street, a variable width right-of-way, no record found;

THENCE South 88°50'41" West, along the southerly line of said 114.889 acre tract and the northerly right-of-way line of said Malone Street, a distance of 1212.59 feet to the southerly southwest corner of said 114.889 acre tract;

THENCE departing the northerly right-of-way line of said Malone Street and continuing along the southerly line of said 114.889 acre tract, the following:

> North 2°00'20" West, a distance of 155.16 feet to an ell corner of said 114.889 acre tract;
>
> North 89°57'33" West, a distance of 457.72 feet to the northeast corner of said 0.479 acre tract;

THENCE South 1°11'25" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said 0.479 acre tract, a distance of 208.88 feet to the southeast corner of said 0.479 acre tract, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°56'31" West, along the southerly line of said 0.479 acre tract and the northerly right-of-way line of said Malone Street, a distance of 100.00 feet to the southwest corner of said 0.479 acre tract;

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

THENCE North 1°11'25" East, departing the northerly right-of-way line of said Malone Street and along the westerly line of said 0.479 acre tract, a distance of 208.85 feet to the northwest corner of said 0.479 acre tract, being on the southerly line of said 114.889 acre tract;

THENCE North 89°57'33" West, along the southerly line of said 114.889 acre tract, a distance of 234.93 feet to the northeast corner of said Tract 1;

THENCE South 1°15'19" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said Tract 1, a distance of 187.69 feet to the southeast corner of said Tract 1, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, along the southerly line of said Tract 1 and the northerly right-of-way line of said Malone Street, a distance of 200.00 feet to the southwest corner of said Tract 1, being on the easterly right-of-way line of a 20 foot wide alley;

THENCE North 1°15'01" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said Tract 1 and the easterly right-of-way line of said 20 foot wide alley, a distance of 190.37 feet to the northwest corner of said Tract 1, common to the east end of the northerly terminus of said 20 foot wide alley, being on southerly line of aforesaid 2.932 acre tract;

THENCE North 88°42'26" West, along the northerly terminus of said 20 foot wide alley and the southerly line of said 2.932 acre tract, a distance of 20.00 feet to the west end of said terminus, common to the northeast corner of aforesaid Tract 2;

THENCE South 1°15'01" West, departing the southerly line of said 2.932 acre tract, along the easterly line of said Tract 2 and the westerly right-of-way line of said 20 foot wide alley, a distance of 190.64 feet to the southeast corner of said Tract 2, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, departing the westerly right-of-way line of said 20 foot wide alley, along the southerly line of said Tract 2 and the northerly right-of-way line of said Malone Street, a distance of 99.86 feet to the southwest corner of said Tract 2, being on the easterly line of said 2.932 acre tract;

THENCE South 1°16'58" West, continuing along the northerly right-of-way line of said Malone Street and along the easterly line of said 2.932 acre tract, a distance of 17.01 feet to the southerly southeast corner of said 2.932 acre tract;

THENCE North 88°45'14" West, continuing along the northerly right-of-way line of said Malone Street and along the southerly line of said 2.932 acre tract, a distance of 230.05 feet to the southwest corner of said 2.932 acre tract, being on the easterly right-of-way line of the St. Louis and San Francisco Railroad, a 100 foot wide right-of-way;

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

THENCE North 12°26'44" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said 2.932 acre tract and the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 387.82 feet to the northwest corner of said 2.932 acre tract, common to the northerly southwest corner of said 114.889 acre tract;

THENCE North 12°26'19" East, along the westerly line of aforesaid 114.889 acre tract and continuing along the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 2792.89 feet to the northwest corner of said 114.889 acre tract;

THENCE North 88°55'09" East, departing the easterly right-of-way line of said St. Louis and San Francisco Railroad and along the northerly line of said 114.889 acre tract, a distance of 1315.73 feet to the northeast corner of said 114.889 acre tract;

THENCE along the easterly line of said 114.889 acre tract, the following:

South 0°14'01" East, a distance of 915.38 feet to a point for corner;

North 89°52'46" East, a distance of 70.06 feet to a point for corner;

South 0°21'08" East, a distance of 416.20 feet to a point for corner;

South 89°36'42" West, a distance of 133.06 feet to a point for corner;

South 0°18'12" East, a distance of 245.29 feet to the northwest corner of aforesaid 11.202 acre tract;

THENCE North 89°21'01" East, departing the easterly line of said 114.889 acre tract and along the northerly line of said 11.202 acre tract, a distance of 321.10 feet to the northeast corner of said 11.202 acre tract;

THENCE along the easterly line of said 11.202 acre tract and the easterly line of said 114.889 acre tract, the following:

South 1°16'12" East, a distance of 530.89 feet to a point for corner;

North 88°43'48" East, a distance of 269.14 feet to a point for corner;

South 2°04'32" East, a distance of 564.22 feet to a point for corner;

South 0°24'08" West, a distance of 402.60 feet to the **POINT OF BEGINNING** and containing 130.809 acres (5,698,027 square feet) of land, more or less.

Attachment: Development Agreement Amendment (Northside at Rollertown – DA Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Raha Pouladi, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Rollertown - Uptown MUD Creation

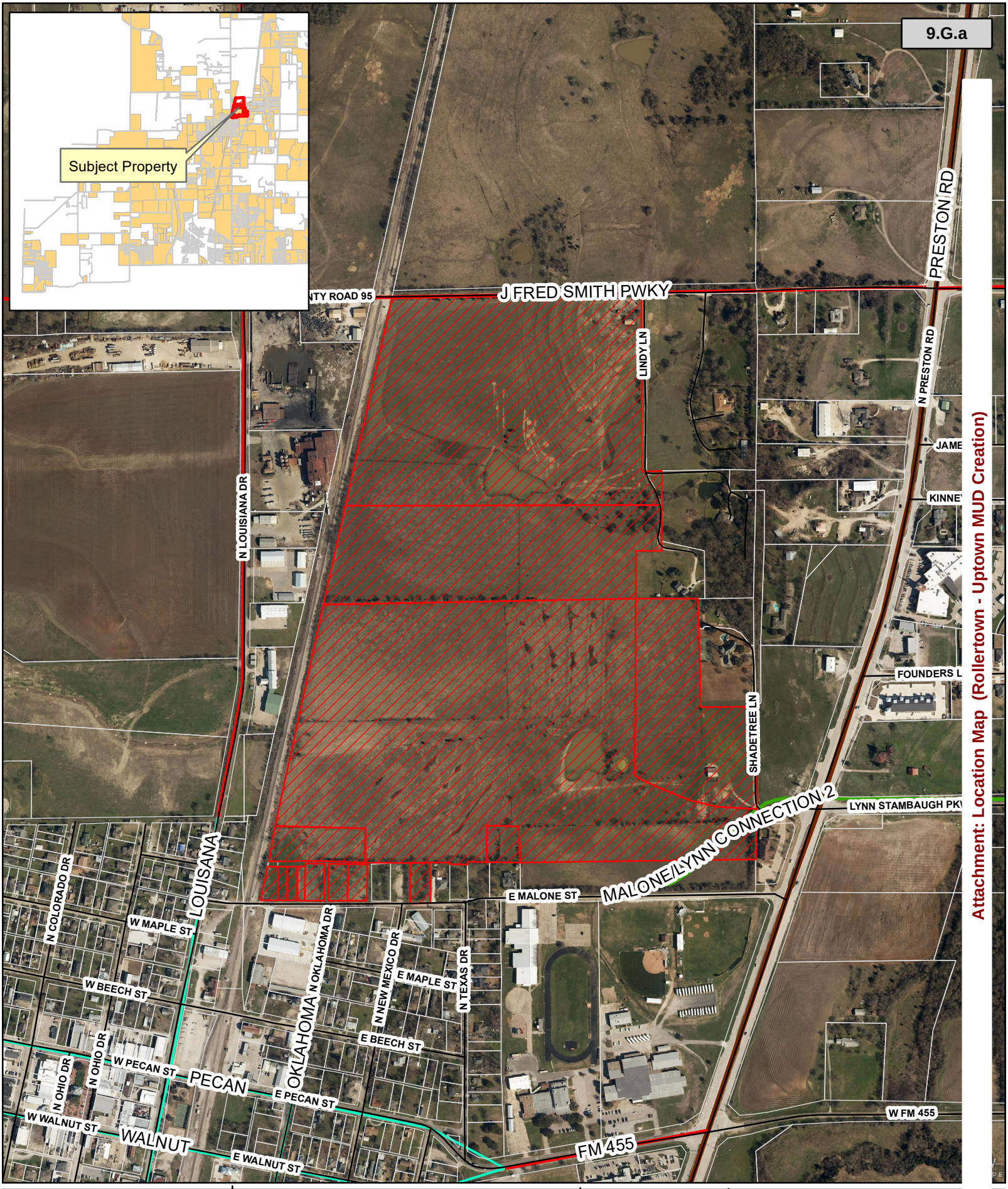
Action Requested:
Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, for approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City of Celina. (Rollertown - Uptown MUD Creation) (Mohan)

Applicant:
RCI-Celina 115 LP,
5950 Berkshire Lane, Suite 200
Dallas, TX 75225

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Rollertown - Uptown MUD Creation)

CELINA TEXAS est. 1876
Life Connected.

Location Map
Northside at Rollertown

Date: 6/1/2020

Legend
- Roads
- Northside at Rollertown
- Parcels

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO THE CREATION OF UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, WHICH LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA.

WHEREAS, RCI-Celina 115, LP, a Texas limited partnership (the "Petitioner"), desires that the City of Celina consent to the creation of Uptown Municipal Utility District No. 1 of Collin County (the "District") and the inclusion in the District of approximately 130.809 acres of land (the "Land"), more or less, in Collin County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the Land to be included within the District is located within the corporate limits of the City of Celina, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Celina, Texas, and the Mayor and City Council of the City of Celina, Texas have received, a Petition for Consent to Creation of Uptown Municipal Utility District No. 1 of Collin County; and

WHEREAS, Section 54.016 of the Texas Water Code requires the City grant its consent by resolution to the creation of a municipal utility district that is proposed within the City limits and is permitted to attach certain conditions thereto; and

WHEREAS, the Petitioner states the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system and the estimated cost of the work to be completed on the Land is $32,000,000.00; and

WHEREAS, the City Council of the City of Celina, Texas desires to consent to the creation of the District, the inclusion of the Land in the District, and the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are hereby adopted.

Section 2. That the City Council of the City of Celina hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the creation of Uptown Municipal Utility District No. 1 of Collin County to include, in part, the Land described on the attached metes and bounds description located within the corporate limits of the City of Celina and to consent to the issuance of bonds

Attachment: Draft Resolution (Rollertown - Uptown MUD Creation)

for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, provided that:

A. The District constructs facilities to serve the Land in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.

B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.

C. The City may not annex land into the District without the City's prior approval.

D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.

E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

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

F. RCI-Celina 115, LP shall enter into the Second Amendment to Development Agreement with the City for the Land.

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

Attachment: Draft Resolution (Rollertown - Uptown MUD Creation)

DULY RESOLVED by the City Council of the City of Celina, Texas on the 12th day of January 2021.

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

Julie Fort, Attorney for the City

Attachment: Draft Resolution (Rollertown - Uptown MUD Creation)

Exhibit "A"

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being all of a called 114.889 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, being all of a called 11.202 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332150 of the Official Public Records of Collin County, Texas, being all of a called 2.932 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332120 of the Official Public Records of Collin County, Texas, being all of a called 0.479 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332180 of the Official Public Records of Collin County, Texas, and also being all of a called 0.868 acre tract of land described as Tract 1 and all of a called 0.438 acre tract of land described as Tract 2 in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, and also being all of Lots 1 through 5, Block 1, Lots 1 and 2, Block 2, and Lot 1, Block 4 of Malone Addition, an unrecorded plat, and being more particularly described as follows:

BEGINNING at the southeast corner of said 114.889 acre tract on the northerly right-of-way line of Malone Street, a variable width right-of-way, no record found;

THENCE South 88°50'41" West, along the southerly line of said 114.889 acre tract and the northerly right-of-way line of said Malone Street, a distance of 1212.59 feet to the southerly southwest corner of said 114.889 acre tract;

THENCE departing the northerly right-of-way line of said Malone Street and continuing along the southerly line of said 114.889 acre tract, the following:

North 2°00'20" West, a distance of 155.16 feet to an ell corner of said 114.889 acre tract;

North 89°57'33" West, a distance of 457.72 feet to the northeast corner of said 0.479 acre tract;

THENCE South 1°11'25" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said 0.479 acre tract, a distance of 208.88 feet to the southeast corner of said 0.479 acre tract, being on the northerly right-of-way line of said Malone Street;

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THENCE North 89°56'31" West, along the southerly line of said 0.479 acre tract and the northerly right-of-way line of said Malone Street, a distance of 100.00 feet to the southwest corner of said 0.479 acre tract;

THENCE North 1°11'25" East, departing the northerly right-of-way line of said Malone Street and along the westerly line of said 0.479 acre tract, a distance of 208.85 feet to the northwest corner of said 0.479 acre tract, being on the southerly line of said 114.889 acre tract;

THENCE North 89°57'33" West, along the southerly line of said 114.889 acre tract, a distance of 234.93 feet to the northeast corner of said Tract 1;

THENCE South 1°15'19" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said Tract 1, a distance of 187.69 feet to the southeast corner of said Tract 1, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, along the southerly line of said Tract 1 and the northerly right-of-way line of said Malone Street, a distance of 200.00 feet to the southwest corner of said Tract 1, being on the easterly right-of-way line of a 20 foot wide alley;

THENCE North 1°15'01" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said Tract 1 and the easterly right-of-way line of said 20 foot wide alley, a distance of 190.37 feet to the northwest corner of said Tract 1, common to the east end of the northerly terminus of said 20 foot wide alley, being on southerly line of aforesaid 2.932 acre tract;

THENCE North 88°42'26" West, along the northerly terminus of said 20 foot wide alley and the southerly line of said 2.932 acre tract, a distance of 20.00 feet to the west end of said terminus, common to the northeast corner of aforesaid Tract 2;

THENCE South 1°15'01" West, departing the southerly line of said 2.932 acre tract, along the easterly line of said Tract 2 and the westerly right-of-way line of said 20 foot wide alley, a distance of 190.64 feet to the southeast corner of said Tract 2, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, departing the westerly right-of-way line of said 20 foot wide alley, along the southerly line of said Tract 2 and the northerly right-of-way line of said Malone Street, a distance of 99.86 feet to the southwest corner of said Tract 2, being on the easterly line of said 2.932 acre tract;

THENCE South 1°16'58" West, continuing along the northerly right-of-way line of said Malone Street and along the easterly line of said 2.932 acre tract, a distance of 17.01 feet to the southerly southeast corner of said 2.932 acre tract;

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THENCE North 88°45'14" West, continuing along the northerly right-of-way line of said Malone Street and along the southerly line of said 2.932 acre tract, a distance of 230.05 feet to the southwest corner of said 2.932 acre tract, being on the easterly right-of-way line of the St. Louis and San Francisco Railroad, a 100 foot wide right-of-way;

THENCE North 12°26'44" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said 2.932 acre tract and the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 387.82 feet to the northwest corner of said 2.932 acre tract, common to the northerly southwest corner of said 114.889 acre tract;

THENCE North 12°26'19" East, along the westerly line of aforesaid 114.889 acre tract and continuing along the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 2792.89 feet to the northwest corner of said 114.889 acre tract;

THENCE North 88°55'09" East, departing the easterly right-of-way line of said St. Louis and San Francisco Railroad and along the northerly line of said 114.889 acre tract, a distance of 1315.73 feet to the northeast corner of said 114.889 acre tract;

THENCE along the easterly line of said 114.889 acre tract, the following:

South 0°14'01" East, a distance of 915.38 feet to a point for corner;

North 89°52'46" East, a distance of 70.06 feet to a point for corner;

South 0°21'08" East, a distance of 416.20 feet to a point for corner;

South 89°36'42" West, a distance of 133.06 feet to a point for corner;

South 0°18'12" East, a distance of 245.29 feet to the northwest corner of aforesaid 11.202 acre tract;

THENCE North 89°21'01" East, departing the easterly line of said 114.889 acre tract and along the northerly line of said 11.202 acre tract, a distance of 321.10 feet to the northeast corner of said 11.202 acre tract;

THENCE along the easterly line of said 11.202 acre tract and the easterly line of said 114.889 acre tract, the following:

South 1°16'12" East, a distance of 530.89 feet to a point for corner;

North 88°43'48" East, a distance of 269.14 feet to a point for corner;

South 2°04'32" East, a distance of 564.22 feet to a point for corner;

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South 0°24'08" West, a distance of 402.60 feet to the **POINT OF BEGINNING** and containing 130.809 acres (5,698,027 square feet) of land, more or less.

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Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Raha Pouladi, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Edgewood Creek PID Phase #1 Bond Ordinance

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project); approving and authorizing related agreements; and providing an effective date. (Edgewood Creek PID Phase #1 Bond Ordinance) (Pouladi)

Background Information:
The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Bond Ordinance

Staff Recommendation:
Staff recommends approval as presented.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Edgewood Creek Public Improvement District" (the "District"), pursuant to Resolution No. 2020-33R adopted by the City Council of the City (the "City Council") on May 12, 2020; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on January 12, 2021, regarding the levy of special assessments against benefitted property located within the first construction phase of the District ("Phase #1"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2020-_____ (the "Phase #1 Assessment Ordinance") on January 12, 2021; and

WHEREAS, in the Phase #1 Assessment Ordinance, the City Council approved and accepted the Edgewood Creek Public Improvement District Service and Assessment Plan, dated January 12, 2021 (as updated, amended, and/or restated, the "Service and Assessment Plan"), relating to the District and levied special assessments (the "Assessments") against the Phase #1 Assessed Property, as shown on the Phase #1 Assessment Roll that is attached to the Service and Assessment Plan; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds (as defined herein) during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Phase #1 Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms and provisions of a

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Construction, Funding, and Acquisition Agreement (defined below), (vii) approve the form, terms and provisions of a Landowner Agreement (defined below), and (viii) approve the form, terms and provisions of a Reimbursement Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of January 1, 2021, between the City and U.S. Bank National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager and the City's land use attorney) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor and Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds (the "Preliminary Limited Offering Memorandum") and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") among the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain "Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement" (the "Construction, Funding, and Acquisition Agreement") between the City and MM Edgewood Creek, LLC (the "Developer"), is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreement. That certain "Landowner Agreement" (the "Landowner Agreement") between the City and the Developer, is hereby authorized and approved in substantially the form attached hereto as **Exhibit E** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

SECTION 7. Reimbursement Agreement. That certain "Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement" (the "Reimbursement Agreement") between the City and the Developer, is hereby authorized and approved in substantially the form attached hereto as **Exhibit F** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 8. Additional Actions. The Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Phase #1 Projects.

SECTION 9. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 11. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 13. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 14. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

PASSED AND ADOPTED, this January 12, 2021.

CITY OF CELINA, TEXAS

_____
Mayor Pro Tem

ATTEST:

_____
City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF JANUARY 1, 2021

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

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Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

INDENTURE OF TRUST

THIS INDENTURE, dated as of January 1, 2021 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Edgewood Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on May 12, 2020, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on May 12, 2020, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-33R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on June 12, 2020, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after June 19, 2020; and

WHEREAS, on December 8, 2020, the City Council by Resolution No. 2020-__R made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment rolls, called public hearings for January 12, 2021 and directed City staff to (i) file said proposed assessment rolls with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice relating to the January 12, 2021 hearings as required by Section 372.016(b) of the PID; and

WHEREAS, on December 21, 2020, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearings in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located, to consider the proposed Service and Assessment Plan and the Phase #1

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Assessment Roll and the levy of the Assessments on property within Phase #1 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Phase #1 Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Phase #1 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on January 12, 2021 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Phase #1 Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of estimated costs of the Phase #1 Projects, the purposes of the Assessments, the special benefits of the Phase #1 Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Phase #1 Projects, the Phase #1 Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2021-__, which levied the Assessments and approved the Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)”, such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of

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indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“Actual Costs” means, with respect to a Phase #1 Project, the demonstrated, reasonable, allocable, and allowable costs of constructing such Phase #1 Project, as specified

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in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Phase #1 Project, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Phase #1 Project, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Phase #1 Project, (d) the costs for external professional costs associated with such Phase #1 Project, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, property taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Phase #1 Project, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

"Additional Bonds" means the additional parity bonds authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2(c) of this Indenture.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds Similarly Secured, levied against property within the District in accordance with the PID Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds Similarly Secured, (v) paying and redeeming the Bonds Similarly Secured, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds Similarly Secured, (viii) the Trustee fees and expenses relating to the Bonds Similarly Secured, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of

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the Phase #1 Projects. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Assessments collected for Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each parcel of Phase #1 Assessed Property, each annual payment of the Assessments as shown on the Phase #1 Assessment Roll attached to the Service and Assessment Plan as Appendix F and related to the Phase #1 Projects; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessments" means the aggregate assessments shown on the Phase #1 Assessment Roll. The singular of such term means the assessment levied against a parcel of Phase #1 Assessed Property, including the portion to be paid for Administrative Expenses, as shown on the Phase #1 Assessment Roll, subject to reallocation upon the subdivision of a parcel of Phase #1 Assessed Property or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against the Phase #1 Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Authorized Denomination" means $25,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond Similarly Secured is less than $25,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

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"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including the Phase #1 Projects and the Phases #2-3 Major Improvements, listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of respective series of the Bonds Similarly Secured as set forth in Section 3.2 of this Indenture.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Similarly Secured" means any of the Bonds Similarly Secured.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)"

"Bonds Similarly Secured" means the Outstanding Bonds and any Outstanding Additional Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit B to the Phase #1 Construction, Funding and Acquisition Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Phase #1 Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the Phase #1 Construction, Funding and Acquisition Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by the City Representative and delivered to the Trustee.

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"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for each series of Bonds Similarly Secured. With respect to the Bonds, the Closing Date is February 3, 2021.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on a parcel of Phase #1 Assessed Property and the costs of collection of a delinquent Assessment in accordance with the PID Act, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means MM Edgewood Creek, LLC, a Texas limited liability company, and its successors and assigns.

"Developer Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Developer Reimbursement Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Development Agreement" means that certain "Edgewood Creek Development Agreement" executed by and between the City and Centurion American Acquisitions, LLC, effective October 8, 2020, as may be amended, and as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, effective as of October 8, 2020.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

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"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any parcel(s) of Phase #1 Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means, with respect to the Bonds, the Initial Bond as set forth in Exhibit A to this Indenture, and with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Bonds, on March 1, 2021.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvements" means the Authorized Improvements which will benefit all of the property within the District, as more particularly described in Section III of the Service and Assessment Plan.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is less than ten percent (10%) of the Outstanding principal amount of such series of the Bonds Similarly Secured.

"Outstanding" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured, that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured, for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured, shall have been made as provided in Article IV, and (iii) any Bond Similarly

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Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Phase #1" means the initial phase to be developed in the District, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Phase #1 Assessed Property" means the parcels of land located within Phase #1 of the District against which an Assessment is levied by the Phase #1 Assessment Ordinance in accordance with the Service and Assessment Plan.

"Phase #1 Assessment Ordinance" means Ordinance No. 2021-__ adopted by the City Council on January 12, 2021, that levied the Assessments on the Phase #1 Assessed Property.

"Phase #1 Assessment Roll" means the Phase #1 Assessment Roll attached as Appendix F to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each parcel of Phase #1 Assessed Property related to the Bonds Similarly Secured and the Phase #1 Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Phase #1 Bond Ordinance" means Ordinance No. 2021-__ adopted by the City Council on January 12, 2021 authorizing the issuance of the Bonds pursuant to this Indenture.

"Phase #1 Construction, Funding and Acquisition Agreement" means the "Edgewood Creek Public Improvement District Phase #1 Construction, Funding and Acquisition Agreement" by and between the City and the Developer dated as of January 12, 2021, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds Similarly Secured and the payment of costs of Phase #1 Projects within the District, the issuance of bonds, and other matters related thereto.

"Phase #1 Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Phase #1 Improvements" means the Authorized Improvements which only benefit property within Phase #1 of the District, as described in Section III.C of the Service and Assessment Plan.

"Phase #1 Major Improvement Account" means the Account of such name established pursuant to Section 6.1.

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"Phase #1 Major Improvements" means the pro rata portion of the Major Improvements allocable to Phase #1.

"Phase #1 Projects" means (i) the Phase #1 Major Improvements and (ii) the Phase #1 Improvements, as described in Section III.C of the Service and Assessment Plan.

"Phase #1 Reimbursement Agreement" means the "Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement" between the City and the Developer, dated as of January 12, 2021 which provides for the payment of costs to the Developer for funds advanced by the Developer and used to pay costs of the Phase #1 Projects and other matters related thereto.

"Phases #2-3" means the property within the District excluding Phase #1, which is to be developed subsequent to Phase #1, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Phases #2-3 Major Improvement Bond Indenture" means the Indenture of Trust dated as of January 1, 2021 between the City and U.S. Bank National Association, securing the City's bonds entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)".

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

"Pledged Funds" means the Pledged Revenue Fund (excluding the Developer Reimbursement Pledged Revenue Account), the Bond Fund, the Project Fund (excluding the Developer Improvement Account), the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of each series of the Bonds Similarly Secured.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

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"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond Similarly Secured or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each, as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

"Register" means the register specified in Article III of this Indenture.

"Reimbursement Fund" means that fund of such name established pursuant to Section 6.1.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $_____, which is an amount equal to the [Maximum Annual Debt Service] on the Bonds as of the Closing Date. The Reserve Account Requirement shall be adjusted in accordance with Section 13.2(c)(viii), in the event an additional series of Bonds Similarly Secured is hereafter issued.

"Reserve Fund" means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "Edgewood Creek Public Improvement District Service and Assessment Plan" dated January 12, 2021, including the Phase #1 Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Phase #1 Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is greater than or equal to ten percent (10%) of the Outstanding principal amount of such series of Bonds Similarly Secured.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and

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which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for each series of Bonds Similarly Secured setting forth the facts, estimates and circumstances in existence on such Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. Authorization of the Bonds Similarly Secured.

(a) The Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds.

(i) The Bonds shall be dated January 1, 2021 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2021 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount ($)	Interest Rate (%)

(iv) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 3.3. Conditions Precedent to Delivery of Bonds Similarly Secured.

(a) The Bonds. The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Phase #1 Assessment Ordinance;

(ii) a certified copy of the Phase #1 Bond Ordinance;

(iii) a copy of the executed Phases #2-3 Major Improvement Bond Indenture;

(iv) a copy of the executed Phase #1 Reimbursement Agreement;

(v) a copy of the executed Phase #1 Construction, Funding, and Acquisition Agreement;

(vi) a copy of this Indenture executed by the Trustee and the City; and

(vii) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bond Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bond Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to the Owner of such Bond Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bond Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the

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Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser of such series of Bonds Similarly Secured or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds Similarly Secured one registered definitive bond for each year of maturity of such series of Bonds Similarly Secured, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series, and of the same

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maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged for other Bonds Similarly Secured in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City

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executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the

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City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond Similarly Secured

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certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds.

(i) The Bonds are subject to mandatory sinking fund redemption prior to their stated maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond

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Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

(ii) At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Bonds of a stated maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i)

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of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) The Bonds. The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price of par plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at 100% of the principal amount of such Bonds Similarly Secured, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture).

Section 4.5. Partial Redemption.

(a) If less than all of a series of Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds Similarly Secured shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond Similarly Secured shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such series of Bonds Similarly Secured by $1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.2, the Trustee may select Bonds Similarly Secured in any method that results in a random selection.

(c) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a

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Bond Similarly Secured, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds Similarly Secured of such series; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds Similarly Secured of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured of the same series and in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds Similarly Secured and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be, with respect to the Bonds, substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) Each respective Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account; and

(B) Developer Reimbursement Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Phase #1 Improvement Account;

(B) Phase #1 Major Improvement Account;

(C) Developer Improvement Account; and

(D) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The Bonds. The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Phase #1 Improvement Account of the Project Fund: $_____;

(iii) to the Phase #1 Major Improvement Account of the Project Fund: $_____

(iv) to the Costs of Issuance Account of the Project Fund: $_____;

(v) to the Reserve Account of the Reserve Fund: $_____; and

(vi) to the District Administration Account of the Administrative Fund: $_____.

(b) Funds received from the Developer on the Closing Date of the Bonds, pursuant to the Phase #1 Reimbursement Agreement, in the amount of $4,100,000.00 shall be deposited into the Developer Improvement Account of the Project Fund.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2022, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited to the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to Additional Interest collected, in accordance with Section 6.7(b) hereof, (iv) fourth, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Phase #1 Projects that have been paid from the Developer Improvement Account of the Project Fund (pursuant to the terms of the Phase #1 Reimbursement Agreement), (v) fifth, to pay other costs of the Phase #1 Projects, and (vi) sixth, to pay other costs permitted by the PID Act. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Subject to the provisions of the Phase #1 Reimbursement Agreement, from time to time as needed to pay the obligations relating to Actual Costs of the Phase #1 Projects that are paid with funds withdrawn from the Developer Improvement Account of the Project Fund, the Trustee shall withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to pay the Developer for funds withdrawn from the Developer Improvement Account of the Project Fund and used to fund Actual Costs of the Phase #1 Projects. When all amounts due to the Developer to pay it for the funds withdrawn from the Developer Improvement Account of the Project Fund have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Developer Reimbursement Pledged Revenue Account and the Developer Reimbursement Pledged Revenue Account shall be closed.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(f) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the parcel(s) of Phase #1 Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(g) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account.

(h) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to either the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund, pursuant to directions provided in a City Certificate, or if both the Phase #1 Improvement Account and the Phase #1 Major Improvement Account have been closed as provided in Section 6.5(g) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof. Notwithstanding any other provisions, money on deposit in the Phase #1 Improvement Account of the Project Fund shall only be used to pay Actual Costs of the Phase #1 Improvements and money on deposit in the Phase #1 Major Improvement Account of the Project Fund shall only be used to pay Actual Costs of Phase #1 Major Improvements.

(b) Any funds received on the Closing Date pursuant to either the Phase #1 Reimbursement Agreement or the Phase #1 Construction, Funding and Acquisition Agreement shall be applied as provided therein. Such provisions and procedures relating to the application of such funds, if any, are incorporated by reference and deemed set forth herein in full.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more City Certificates. Disbursements from the other Accounts of the Project Fund to pay Actual Costs of the Phase #1 Projects shall be made by the Trustee upon receipt by the Trustee of either properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Phase #1 Improvement Account, the Phase #1 Major Improvement Account, or the Developer Improvement Account of the Project Fund pursuant to a Certification for Payment shall be pursuant to and accordance with the disbursement procedures described in the Phase #1 Construction, Funding and Acquisition Agreement; provided, however, that all disbursement of funds for the Actual Costs of Phase #1 Improvements pursuant to a Certification of Payment shall be made first, from the Phase #1 Improvement Account, and second, from the Developer Improvement Account and, all disbursement of funds for the Actual Costs of Phase #1 Major Improvements pursuant to a Certification of Payment shall be made first, from the Phase #1 Major Improvement Account, and second, from the Developer Improvement Account, as the case may be. Such provisions and procedures related to such disbursement contained in the Phase #1 Construction, Funding and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(d) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Phase #1 Improvement Account of the Project Fund or in the Phase #1 Major Improvement Account of the Project Fund are not expected to be expended for purposes of such Account due to the abandonment, or constructive abandonment, of the Phase #1 Improvements, with respect to the Phase #1 Improvement Account, or the Phase #1 Major Improvements, with respect to the Phase #1 Major Improvement Account, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund will ever be expended for the purposes of the respective Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund, as the case may be, that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund, as the case may be, shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all Phase #1 Improvements have been completed and that all Actual Costs of the Phase #1 Improvements have been paid, or that any such Actual Costs of the Phase #1 Improvements are not required to be paid from the Phase #1 Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Phase #1 Improvement Account of the Project Fund to the Bond Fund and (ii) shall close the Phase #1 Improvement Account. Upon the filing of a City Certificate stating that all Phase #1 Major Improvements have been completed and that all Actual Costs of the Phase #1 Major Improvements have been paid, or that any such Actual Costs of the Phase #1 Major Improvements are not required to be paid from the Phase #1 Major Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Phase #1 Major Improvement Account of the Project Fund to the Bond Fund and (ii) shall close the Phase #1 Major Improvement Account. If both the Phase #1 Improvement Account and the Phase #1 Major Improvement Account are closed as provided above, the Trustee shall transfer any remaining amount in the Developer Improvement Account of the Project Fund to the Developer and shall close the Developer Improvement Account of the Project Fund.

(g) Not later than six months following each respective Closing Date, or upon a determination by the City Representative that all costs of issuance of such series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account in the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, as directed by the City in a City Certificate filed with the Trustee.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2022, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been has accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall begin collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to begin depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Phase #1 Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in the City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and, second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and each respective Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses Costs and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds Similarly Secured, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in a City Certificate and to insure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.12. Reimbursement Fund.

Money on deposit in the Reimbursement Fund shall be used to pay the Developer for funds withdrawn from the Developer Improvement Account of the Project Fund and used to pay Actual Costs of the Phase #1 Projects as provided in the Phase #1 Reimbursement Agreement. When all amounts due to the Developer to pay it for the funds withdrawn from the Developer Improvement Account of the Project Fund have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund shall be closed.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Phase #1 Assessment Ordinance, it has levied the Assessments against the respective parcels of Phase #1 Assessed Property from which the Pledged Revenues will be collected and received.

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Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding, and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Phase #1 Projects in accordance with the Phase #1 Reimbursement Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding parcel of Phase #1 Assessed Property. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured and Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Phase #1 Projects in accordance with the Phase #1 Reimbursement Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the

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Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which each series of Bonds Similarly Secured are first authenticated and delivered to the respective initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds Similarly Secured.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds Similarly Secured are invested and which is not acquired to carry out the governmental purposes of the Bonds Similarly Secured.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds Similarly Secured. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds Similarly Secured, as it pertains to a particular series of Bonds Similarly Secured, has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any

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Bond Similarly Secured to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of each series of Bonds Similarly Secured:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds Similarly Secured of such series, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds Similarly Secured of such series or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of any Bonds Similarly Secured to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date that each series of the Bonds Similarly Secured are delivered and will ensure that the Assessments continue to meet such requirements for so long as Bonds Similarly Secured are outstanding.

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(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of any series of Bonds Similarly Secured directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such series of Bonds Similarly Secured.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds Similarly Secured to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe with respect to each series of Bonds Similarly Secured.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond Similarly Secured is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds Similarly Secured with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of each series of the Bonds Similarly Secured until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds Similarly Secured by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Order, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Order and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for any series of Bonds Similarly Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be

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accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds Similarly Secured, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds Similarly Secured not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Finance, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with each series of the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Phase #1 Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there

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are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Pledged Revenues, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds Similarly Secured.

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Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed by it with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own gross negligence or willful misconduct, both before and after default by the City.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance

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with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the

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City or any committee formed to protect the rights of holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured.

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If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

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(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Additional Bonds and/or Refunding Bonds, as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

The Trustee must receive an opinion of counsel for such Supplemental Indenture to the effect that the same is authorized or permitted by the terms of this Indenture.

Any modification or amendment made pursuant to this paragraph shall not be subject to the notice procedures specified in Section 10.3 below.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture,

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stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of ninety (90) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such ninety-day period.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds Similarly Secured shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds Similarly Secured then Outstanding, the Owners may waive compliance by the

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City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or

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agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or

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prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

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(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less

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than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured or Additional Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) The City reserves the right to issue Additional Bonds, but shall be under no obligation to issue Additional Bonds, to finance the Actual Costs of the Phase #1 Projects or to pay amounts due to the Developer pursuant to Phase #1 Reimbursement Agreement and Phase #1 Construction, Funding and Acquisition Agreement, but only in accordance with the conditions set forth below:

(i) The Trustee shall receive a certificate from the City Representative certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture

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and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or the Phase #1 Reimbursement Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Phase #1 Reimbursement Agreement, the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Bonds Similarly Secured or Additional Obligations, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that the Developer is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate or report from an independent certified appraiser, appraisal firm or financial consultant, assuming completion of the Phase #1 Projects, demonstrating that the ratio of the aggregate appraised value of all Phase #1 Assessed Property to the aggregate principal amount of the Outstanding Bonds and the Additional Bonds to be issued (the "Value to Lien Ratio") is at least 5:1. In calculating the Value to Lien Ratio, the independent certified appraiser, appraisal firm or financial consultant may rely on builder contracts, a certificate from the Administrator identifying lots for which home construction has commenced, or the Denton County Tax Assessor/Collector's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction;

(v) The City and the Trustee shall receive a certificate from the Developer, through an authorized representative, certifying that no less than one hundred fifty (150) single-family lots located within Phase #1 of the District: (A) contain completed single-family homes or (B) have been issued a construction permit by the City;

(vi) The principal (including sinking fund installments) of the Additional Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vii) The interest on the Additional Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(viii) The Reserve Account Requirement shall be increased by an amount equal to 25% of the Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date therefor; provided, however, that the Reserve Account Requirement will not be increased by more than 10% of the principal amount of the Additional Bonds (or if the Additional Bonds are issued with more than 2% net original issue discount or premium, 10% of the proceeds of the Additional Bonds); provided

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further, however, the Reserve Account Requirement shall not exceed the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds Similarly Secured or the combined original issue price of the Bonds Similarly Secured;

(ix) The issuance of such Additional Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Bonds to exceed the amount of the Annual Installments collected in the year of the issuance of such Additional Bonds; and

(x) The maximum principal amount of Additional Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Phase #1 Reimbursement Agreement and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Bonds.

(d) Notwithstanding the provisions of Section 13.2(c) above, Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured shall not be required to meet the requirements set forth in Section 13.2(c)(iv) or Section 13.2(c)(v).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if any Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on such Bonds Similarly Secured that such deposit will not result in the reduction or withdrawal of the rating on such Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:

City of Celina, Texas
142 North Ohio
Celina, Texas 75009
Attention: City Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

If to the Trustee or the Paying Agent/Registrar:	U.S. Bank National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture with the City is a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[remainder of page left blank intentionally]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor Pro Tem

Attest:

_____
City Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2021, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated January 1, 2021 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of January 1, 2021 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $25,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor Pro Tem, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Installments Interest Rates"

(Information to be inserted from Section 3.2(a)(iii) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

BOND PURCHASE AGREEMENT

January 12, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and U.S. Bank National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter and the Underwriter has

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financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Phase #1 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated January 1, 2021 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on February 3, 2021 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the "City Council") on January 12, 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of January 1, 2021, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Assessments") levied on the assessable parcels within Phase #1 of the Edgewood Creek Public Improvement District (the "District"). The District was established by a resolution enacted by the City Council on May 12, 2020 (the "Creation Resolution") in accordance with the Act. A Service and Assessment Plan (the "Service and Assessment Plan") which sets forth the costs of the Phase #1 Projects and the method of payment of the Assessments levied against assessable property located within Phase #1 of the District pursuant to an ordinance adopted by the City Council on January 12, 2021 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

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The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Phase #1 Projects (as defined in the Indenture) that will benefit Phase #1 of the District, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof. On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated December 29, 2020 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board ("MSRB") Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

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(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE PHASE #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER,"

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"BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects and the Development), "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR," "APPRAISAL OF PROPERTY WITHIN PHASE #1 OF THE DISTRICT," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer", and "INFORMATION RELATING TO THE TRUSTEE." If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) the Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement between MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer") and the City dated January 12, 2021 (the "CFA Agreement"),

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(4) the "Edgewood Creek Development Agreement" between the City and Centurion American Acquisitions LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, (the "Development Agreement");

(5) the Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement dated as of January 12, 2021 (the "Reimbursement Agreement"), executed and delivered by the City and the Developer;

(6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of January 1, 2021 (the "City Continuing Disclosure Agreement"), executed and delivered by the City, MuniCap Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent; and

(7) the Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer (the "Landowner Agreement")

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the CFA Agreement, (4) the Development Agreement, (5) the Reimbursement Agreement, (6) the City Continuing Disclosure Agreement, (7) the Landowner Agreement, (8) the Limited Offering Memorandum, and (9) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

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(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of

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acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll for Phase #1 (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering

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Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE PHASE #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects and the Development), "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR,", "APPRAISAL OF PROPERTY WITHIN PHASE #1 OF THE DISTRICT," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer", and "INFORMATION RELATING TO THE TRUSTEE."

(k) Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE PHASE #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects and the Development), "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR," "APPRAISAL OF PROPERTY WITHIN PHASE #1 OF THE DISTRICT," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer", and "INFORMATION RELATING TO THE TRUSTEE;" and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as

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required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

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By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set for in Section 9(e) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Miklos Cinclair, PLLC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of

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Representations, the Development Agreement, the CFA Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of January 1, 2021 executed and delivered by the Developer and MuniCap, Inc. as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. as dissemination agent (the "Continuing Disclosure Agreement of the Developer," and together with the Developer Letter of Representations, the Development Agreement, the Reimbursement Agreement, the CFA Agreement, and the Landowner Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Phase #1 Projects and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Concurrent Closing of the Phases #2-3 Major Improvement Bonds. The City shall issue concurrently with the issuance of the Bonds its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)."

(f) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of

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Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as

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would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

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(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds", "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the last paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE

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DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE" (except for the subcaption "The City's Compliance with Prior Undertakings"), "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX A and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the CFA Agreement, the Landowner Agreement, the Reimbursement Agreement, the City Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Underwriter's Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

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(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond

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counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the

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Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Phase #1 of the District dated December 16, 2020.

(p) Letter of Representation of Assessment Consultant and Administrator. Letter of Representation of the Assessment Consultant and Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Creation Resolution, Assessment Ordinance, and Landowner Agreement. Evidence that (i) the Creation Resolution, including legal description of Phase #1 of the District by metes and bounds, (ii) the Assessment Ordinance, including the Assessment Roll for Phase #1 of the District and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, and (iii) the Landowner Agreement have been filed of record in the real property records of Denton County, Texas.

(r) Lender Consent Certificate. Lender Consent Certificate of Liberty Bankers Life Insurance Company and any other lienholder on land in Phase #1 of the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter.

(s) Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(t) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the

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Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(u) BLOR. A copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the City.

(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, and the opinion of Bond Counsel described in Section 9(a) hereof.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the City as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the sale date, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price

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to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

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(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees

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and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 N. Ohio Street, Celina, Texas 76201, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

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19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Contract is a contract for goods or services, will not boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

24. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

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

25. Indemnification. The Underwriter will indemnify and hold harmless the City against any losses, claims, damages or liabilities to which the City may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Limited Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon any untrue statement or alleged untrue statement of material fact, or any omission or alleged omission of any material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission was made in the Limited Offering Memorandum or any such amendment or supplement in reliance upon and in conformity with information under the heading "UNDERWRITING" in the Limited Offering Memorandum, and will reimburse the City for any legal or other expenses reasonably incurred by the City in connection with investigating or defending any such actions or claims as such expenses are incurred.

[*Remainder of this page intentionally left blank*]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

SCHEDULE I

$[PAR AMOUNT]
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

Interest Accrues From: Date of Delivery

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

(a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test", and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(b) The Bonds maturing on or after September 1, 20__ are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20__, at the price of par plus accrued interest to the date of redemption, as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__†	

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__†	

† Final Maturity

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

January 12, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR AMOUNT] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CITY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Phase #1 Projects and the Development, as defined in the Limited Offering Memorandum), "TAX MATTERS," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE."

3. Developer Documents. The Developer has executed or caused the execution of and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against the Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) that certain "Edgewood Creek Development Agreement" between the City and Centurion American Acquisitions LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, (the "Development Agreement");

(c) that certain Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement between the Developer and the City dated January 12, 2021 (the "CFA Agreement");

(d) that certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement between the Developer and the City dated January 12, 2021 (the "Reimbursement Agreement");

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(e) the certain Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer (the "Landowner Agreement"); and

(f) that certain Continuing Disclosure Agreement of the Developer, dated as of January 1, 2021 made by and among the Developer, MuniCap, Inc. as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as dissemination agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE PHASE #1 PROJECTS" "THE DEVELOPMENT," "THE DEVELOPER" "CONTINUING DISCLOSURE – The Developer", and, to the best of

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer," and "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Phase #1 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

(a) The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE PHASE #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects, and the Development), "LEGAL MATTERS — Litigation – The Developer," "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) and "CONTINUING DISCLOSURE – The Developer" or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page to follow*]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

DEVELOPER:

MM EDGEWOOD CREEK, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

APPENDIX B

$[PAR AMOUNT]
CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, limited liability company, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is January 12, 2021.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXECUTED and DELIVERED this _____, 2021.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

February 3, 2021

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75218

City of Celina, Attn: City Manager
142 N. Ohio Street
Celina, Texas 76201

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the "City") and are rendering this opinion for limited purposes in connection with the issuance and sale of $[PAR AMOUNT] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [_____] and enacted by the City Council of the City (the "City Council") on January 12, 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of January 1, 2021 (the "Indenture") by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated January 12, 2021 between the City and FMSbonds, Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the City, and for the purposes of rendering this opinion, we have reviewed the following (the "Reviewed Documents"):

(a) Resolution No. 2020-33R (the "Creation Resolution"), enacted by the City Council on May 12, 2020.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(b) The Phase #1 Assessment Ordinance, adopted by the City Council on January 12, 2021 (the "Assessment Ordinance").

(c) The Bond Ordinance.

(d) The Indenture.

(e) That certain "Edgewood Creek Development Agreement" between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer"), pursuant to that certain Assignment of Edgewood Creek Development Agreement, (the "Development Agreement");

(f) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of January 1, 2021 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City, MuniCap Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., (the "Dissemination Agent");

(g) That certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement between the City and the Developer dated January 12, 2021 (the "Reimbursement Agreement");

(h) That certain Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement between the City and the Developer dated January 12, 2021 (the "CFA Agreement"); and

(i) the certain Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer (the "Landowner Agreement")

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Miklos Cinclair, counsel to the Developer (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Phase #1 of the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

3. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

4. The performance by the City of the obligations under the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

5. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Reviewed Documents.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" and "—Assessment Amounts," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings," and "APPENDIX A" are a fair and accurate summary of the laws and the documents and facts summarized therein and, (ii) with respect to the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the penultimate sentence of "SOURCES OF INFORMATION; MISCELLANEOUS, Information Concerning Celina Mayor and Centurion COO Sean Terry", based solely on information provided by the Assistant City Manager of the City, neither the City Attorney nor the City Manager have been contacted by the Federal Bureau of Investigation.

7. The execution and delivery of the Reviewed Documents and the compliance with the provisions of the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on,

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

_____

MESSER, FORT & MCDONALD, PLLC
JULIE FORT
ATTORNEY FOR THE CITY

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Developer, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP Bond Counsel to the City; (ii) Miklos Cinclair Law, PLLC; and (iii) Winstead PC counsel to the Underwriter.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions specifically do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"):

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

APPENDIX D

[LETTERHEAD OF MIKLOS CINCLAIR]

February 3, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Messer, Fort & McDonald, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to MM Edgewood Creek, LLC, a Texas limited liability company (the *"Developer")* in connection with the issuance and sale by the City of Celina, Texas (the *"City"),* of $[PAR AMOUNT] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of January 1, 2021 (the *"Indenture"),* by and between the City and U.S. Bank National Association, as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Edgewood Creek" (the *"Development")* located in the City.

The Bonds are being sold by FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated January 12, 2021 (the *"Bond Purchase Agreement"),* between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the *"Material Documents"):*

(1) the "*Edgewood Creek Development Agreement*" between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement;

(2) the *Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement* between the Developer and the City dated January 12, 2021;

(3) the *Landowner Agreement* dated as of January 12, 2021 executed by the City and the Developer;

(4) the *Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement* between the City and the Developer dated as of January 12, 2021;

(5) the *Continuing Disclosure Agreement of Developer* dated as of January 1, 2021 among the Developer, Municap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent; and

(6) the *Developer Letter of Representations* dated as of January 12, 2021;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "*Developer Certificate")*;

(c) The Preliminary Limited Offering Memorandum, dated December 29, 2020 relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(d) The final Limited Offering Memorandum, dated January 12, 2021, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(e) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

2. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

3. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

4. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to the validity or enforceability against it of such Material Documents or the transactions described therein.

5. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

6. The information set forth in the Limited Offering Memorandum under the captions *"PLAN OF FINANCE — Development Plan and Plan of Finance," "THE PHASE #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects, and the Development, as defined in the Limited Offering Memorandum)," "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) and "CONTINUING DISCLOSURE – The Developer,"* adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer and its lawyers, at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,
Miklos Cinclair, PLLC

By: _____
Name: Robert Miklos
Its: Member and Director

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer") DO HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) (the "Bonds"), pursuant to the City's Preliminary Limited Offering Memorandum, dated December 29, 2020 and Limited Offering Memorandum dated January 12, 2021 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations dated January 12, 2021;

(b) that certain "Edgewood Creek Development Agreement" between the City and CADG Centurion American Acquisitions, LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement;

(c) that certain Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement among the Developer and the City dated January 12, 2021;

(d) that certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement among the Developer and the City dated January 12, 2021;

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(e) the Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer; and

(f) that certain Continuing Disclosure Agreement of the Developer, dated as of January 1, 2021 made by and among the Developer, HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. as dissemination agent and MuniCap, Inc., as Administrator.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE – Development Plan and Plan of Finance," "THE PHASE #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects, and the Development), "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) and "CONTINUING DISCLOSURE – The Developer", and certify that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting such Developer and the portion of the Development owned by such Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

10. The Developer is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Phase #1 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

12. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

13. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: _____, 2021

[*Signature page to follow*]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

DEVELOPER:

MM EDGEWOOD CREEK, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

[*Signature page of Closing Certificate of Developer*]

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES]

February 3, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Phase #1 of the Edgewood Creek Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of Integra Realty Resources DFW, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated December 29, 2020, and the Limited Offering Memorandum for the Bonds, dated on or about January 12, 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information I have provided is the real estate appraisal of the property in Phase #1 of the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL OF PROPERTY WITHIN PHASE #1 OF THE DISTRICT — The Appraisal".

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about February 3, 2021) which would render any such information in the Limited Offering Memorandum untrue,

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

_____

_____

By: _____

Its: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

APPENDIX G

[LETTERHEAD OF ASSESSMENT CONSULTANT AND ADMINISTRATOR]

February 3, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap", consultant in connection with the creation by the City of Celina, Texas (the "City"), of the Edgewood Creek Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated December 29, 2020 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about January 12, 2021 (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts", "OVERLAPPING TAXES AND DEBT," and "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR – Assessment Consultant," and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the use of the name of our firm in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum for the Bonds.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about February 3, 2021) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of January 1, 2021 (this "Disclosure Agreement") is executed and delivered by and between the City of Celina, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator") and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)" (the "Bonds"). The Issuer, Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of January 1, 2021, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean an employee or designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities for the administration of the District.

"Affiliate" shall mean an entity that owns property within Phase #1 of the District and is controlled by, controls, or is under common control with the Developer or any Subsequent Third Party Owner (as such term is defined in the Disclosure Agreement of the Developer).

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment(s)" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment(s)" shall have the meaning assigned to such term in the Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

"Developer" shall mean MM Edgewood Creek, LLC, a Texas limited liability company and their successors and assigns, including any Affiliate of the Developer.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of January 1, 2021 executed and delivered by the Developer, the Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as dissemination agent.

"Disclosure Representative" shall mean the Finance Director, City Manager or Assistant City Manager of the Issuer, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Edgewood Creek Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Filing Due Date" is April 10 of each calendar year beginning in April 10, 2022.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the calendar year from October 1 through September 30.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Outstanding" shall mean, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under the Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Price of and interest on such Bond shall have been made as provided in the Indenture, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the Indenture.

"Owner" shall mean the beneficial owner of any Bonds.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Phase #1" shall have the meaning assigned to such term in the Indenture.

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean U.S. Bank, National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2021, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement. The audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and may be submitted later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date. If, however, the audited financial statements are not complete by the deadline specified in Section 4(a), then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Not later than ten (10) days prior to the Filing Due Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer, but in no case later than the Filing Due Date.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file, the following:

(a) Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(B) The amounts in the funds and accounts securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Phase #1 of the District from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Phase #1 of the District.

(v) The aggregate taxable assessed valuation for parcels or lots within Phase #1 of the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within Phase #1 of the District, such SAP Update shall include the following:

(A) the number of new homes completed in Phase #1 of the District during such Fiscal Year; and

(B) the aggregate number of new homes completed within Phase #1 of the District since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2021.

(vii) Listing of any property or property owners in Phase #1 of the District representing more than five percent (5%) of the levy of the Assessments, the amount of the levy of the Assessments against such landowners, and the percentage of such of the Assessments relative to the entire levy of the Assessments, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Assessments within Phase #1 of the District for the past five Fiscal Years, in the following format:

Collection and Delinquency History of Phase #1 Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$			—	—		$

(1) Collected as of _____, 20__. Includes $_____ attributable to Prepayments.

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) which are currently subject to foreclosure proceedings which have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Phase #1 of the District if the assessed property represents more than one percent (1%) of the total amount of Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within the time period specified.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

(c) Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14 or 15 of

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) In addition to the Listed Events above, the Issuer shall provide to the Dissemination Agent filing with the MSRB period reporting on delinquencies and collection activities related to delinquent Assessments and foreclosure activities in Phase #1 of the District as provided in Exhibit C hereto.

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which materially adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Phase #1 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Phase #1 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. Subject to the provisions of Section 5(d) hereof, the basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Phase #1 of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Anti-Boycott Verification. The Dissemination Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 20. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent represents that neither the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable state or federal law and excludes the Dissemination Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any state or federal sanctions regime relating to a foreign terrorist organization. The Dissemination

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

CITY OF CELINA, TEXAS

By: _____
City Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
A Division Of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

MUNICAP, INC.
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Celina, Texas (the "Issuer"), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated January 1, 2021, between the Issuer, MuniCap, Inc., as "Administrator" and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as "Dissemination Agent." The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP NOs.]

ITEMS REQUIRED BY SECTIONS 4(a)(i)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii)
[Insert a line item]

SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN PHASE #1 FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquency History of Phase #1 Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$			—	—		$

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(1) Collected as of _____ __, 20__. Includes $_____ attributable to Prepayments.

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021, (EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

[Insert a line item for each applicable listing]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Annual Installments of Assessments are due.
February 1	1	Annual Installments of Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. **If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified in writing.** Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Annual Installments of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure.** **If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue**

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures are subject to adjustment by the Issuer.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

		Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
March 1	28/29	Trustee pays bond interest payments to bondholders. Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate. Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Reserve Fund for debt service. **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.**
July 1	150/151	Issuer determines whether or not any Annual Installments of Assessments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments of Assessments. **Issuer and/or Administrator to notify Dissemination Agent of any delinquencies to be included in the Annual Report.** **If any property owner with ownership of property responsible for more than $10,000 of the Annual Installments of Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Assessments.** **Preliminary Foreclosure activity commences, and Issuer to notify Trustee and Dissemination Agent of the commencement of preliminary foreclosure activity.**

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

		If Trustee has not received Foreclosure Schedule and Plan of Collections, Trustee to request same from the Issuer. If the Issuer has not provided the Trustee with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders to begin foreclosure under Section 7.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection.
August 15	195/196	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination through the MSRB. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122). **Foreclosure action to be filed with the court.** **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing.** Dissemination Agent notifies bondholders. If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five (25%) of the Owners may request a meeting with the Mayor, City Manager, or other responsible official of the City to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%) Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of January 12, 2021, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **MM EDGEWOOD CREEK, LLC**, a Texas limited liability company, (the "Developer").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Phase #1 Projects actually paid or incurred for construction and installation of the Phase #1 Projects.

"Administrator" means, initially, MuniCap Inc., or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

"Bond Ordinance" means the ordinance adopted by the City Council on January 12, 2021 authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Phase #1 Projects as shown in Section III of the Service and Assessment Plan.

"Certification for Payment" means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator and the City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided no more frequently than once per each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Phase #1 Projects under the Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"City Manager" means the City Manager of the City, or its designee.

"City Representative" means the City Manager, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit A** hereto or otherwise mutually agreed to by the Developer, Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of a Phase #1 Project. "Construction Contract" means any one of the Construction Contracts.

"Cost" means the Budgeted Costs or the cost of a Phase #1 Project as reflected in a Construction Contract, if greater than the Budgeted Costs.

"Cost of Issuance Account of the Project Fund" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Phase #1 Project, the Actual Cost, as appropriate, of such Phase #1 Project in excess of the Budgeted Cost.

"Developer Improvement Account of the Project Fund" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Development Agreement" means that certain Edgewood Creek Development Agreement executed by and between the City and Centurion American Acquisitions, LLC, effective October 8, 2020 and recorded on June 30, 2020 as document 202092965 in the deed records of Denton County, Texas, as may be amended, and as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, effective as of October 8, 2020.

"District" shall mean the Edgewood Creek Public Improvement District created May 12, 2020.

"Final Completion" means completion of a Phase #1 Project in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

"Indenture" means that certain Indenture of Trust between the City and U.S. Bank National Association, as trustee, dated as of January 1, 2021 relating to the Bonds.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

"**Mustang SUD**" means Mustang Special Utility District.

"Mustang SUD Inspector" means an individual employed by or an agent of Mustang SUD whose job is, in part or in whole, to inspect infrastructure to be owned by Mustang SUD for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"Phase #1 Improvement Account of the Project Fund" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Phase #1 Major Improvement Account of the Project Fund" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Phase #1 Major Improvements" mean, collectively, the pro rata portion of the Major Improvements allocable to Phase #1 listed in Section III of the Service and Assessment Plan. An individual Phase #1 Major Improvement, including a completed segment, section, or part, shall be referred to as a Phase #1 Major Improvement.

"Phase #1 Improvements" mean, collectively, the Phase #1 Improvements allocable to Phase #1 listed in Section III of the Service and Assessment Plan. An individual Phase #1 Improvement, including a completed segment, section or part, shall be referred to as a Phase #1 Improvement.

"Phase #1 Projects" mean, collectively, the Phase #1 Improvements and the Phase #1 Major Improvements. An individual Phase #1 Project, including a completed segment, section or part, shall be referred to as a Phase #1 Project.

"Plans" means the plans, specifications, schedules and related construction contracts for the Phase #1 Projects, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City or Mustang SUD, as applicable, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds and funds received from the Developer, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Reimbursement Agreement" means the Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement dated as of January 12, 2021, by and between the City and the Developer providing for the construction and financing of certain Phase #1 Projects by the Developer for which the Developer will later be reimbursed by the City pursuant to the Act.

"Service and Assessment Plan" means the Edgewood Creek Public Improvement District Service and Assessment Plan adopted by a City ordinance on January 12, 2021 by the City Council, prepared pursuant to the Act.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

"Substantial Completion" means the time at which the construction of a Phase #1 Improvement (or specified segment, section or part thereof) or a Phase #1 Major Improvement (or specified segment, section or part thereof) has progressed to the point where such Phase #1 Improvement (or a specified segment, section or part thereof) or a Phase #1 Major Improvement (or specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Phase #1 Improvement (or a specified segment, section or part thereof) or a Phase #1 Major Improvement (or specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

"Supplement" means a written document agreed upon by the parties to this Agreement amending, supplementing or otherwise modifying this Agreement and any exhibit hereto.

ARTICLE II
RECITALS

Section 2.01. The District and the Phase #1 Projects.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Phase #1 Projects.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance all or a portion of the Phase #1 Projects in accordance with the terms and limitations of the Development Agreement and the Service and Assessment Plan.

(c) It is anticipated (but not required) that there shall be two bond issues, the Bonds currently being issued and a subsequent issuance of bonds that are anticipated to be issued after some or all of the Phase #1 Projects are constructed (the "Phase #1B Bonds"). Concurrently with the issuance of the Bonds, the Developer and the City have entered into the Reimbursement Agreement to provide for the construction and financing of certain Phase #1 Projects prior to the issuance of the Phase #1B Bonds.

(d) All Phase #1 Projects are eligible to be financed with proceeds of the Bonds, the Reimbursement Agreement, and/or the Phase #1B Bonds to the extent specified herein.

(e) The proceeds from the issuance and sale of the Bonds and funds received from the Developer concurrently with the closing of the Bonds shall be deposited in accordance with the Indenture.

(f) The Developer will undertake, oversee, or ensure the construction and development of the Phase #1 Projects for acquisition and acceptance by the City or Mustang SUD, in accordance with the terms and conditions contained in the Development Agreement.

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Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Phase #1 Projects. The payment of costs from the proceeds of the Bonds for such Phase #1 Improvements shall be made from the Phase #1 Improvement Account of the Project Fund established under the Indenture. The payment of costs from the proceeds of the Bonds for such Phase #1 Major Improvements shall be made from the Phase #1 Major Improvement Account of the Project Fund established under the Indenture. The payment of costs of the Phase #1 Improvements and/or the Phase #1 Major Improvements from the Development Improvement Account of the Project Fund established under the Indenture shall be made in accordance with the provisions of Section 5.03 hereof and the terms of the Indenture.

(c) The City's obligation with respect to the payment of the Phase #1 Projects shall be limited to the Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Phase #1 Projects, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Phase #1 Projects shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Phase #1 Projects required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

(f) The Developer acknowledges that as a result of the anticipation that the bonds are being issued in two series, some funds may not be immediately available for reimbursement for Actual Costs submitted and approved with an approved Certification for Payment. Both parties

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acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund or Reimbursement Fund, as applicable under the terms of the Indenture and the Reimbursement Agreement, as money is deposited into the Project Fund or Reimbursement Fund for the payment of such costs.

Section 3.02 Accounts. All disbursements from the Phase #1 Improvement Account of the Project Fund, the Phase #1 Major Improvement Account of the Project Fund, and the Developer Improvement Account of the Project Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV
CONSTRUCTION OF THE PHASE #1 PROJECTS

Section 4.01. Duty of Developer to Construct.

(a) All Phase #1 Projects shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Phase #1 Projects in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Phase #1 Projects, to be acquired and accepted by the City or Mustang SUD, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Phase #1 Project and, upon completion, inspection, and acceptance, convey each such Phase #1 Project to the City or Mustang SUD, where applicable, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Phase #1 Projects required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Phase #1 Projects shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

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Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City or Mustang SUD with respect to the Phase #1 Projects.

Section 4.04. Remaining Funds After Completion of a Phase #1 Improvement or a Phase #1 Major Improvement. Upon the Final Completion of a Phase #1 Improvement or a Phase #1 Major Improvement and payment of all outstanding invoices for such Phase #1 Improvement or a Phase #1 Major Improvement, if the Actual Cost of such Phase #1 Improvement or a Phase #1 Major Improvement is less than the Budgeted Cost (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Phase #1 Improvement or a Phase #1 Major Improvement, as applicable. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Phase #1 Projects. Any Cost Underrun for any Phase #1 Improvement or Phase #1 Major Improvement is available to pay Cost Overruns on any other Phase #1 Improvement or Phase #1 Major Improvement, as applicable.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Phase #1 Projects. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of a Phase #1 Project, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Cost of Issuance Account of the Project Fund, from the Phase #1 Improvement Account of the Project Fund and/or the Phase #1 Major Improvement Account of the Project Fund at closing of the Bonds related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for a Phase #1 Project from the respective Phase #1 Improvement Account of the Project Fund or from the Phase #1 Major Improvement Account of the Project Fund or the Developer Improvement Account of the Project Fund, the Developer shall execute a Certification

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for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Cost of Issuance Account of the Project Fund, the Phase #1 Improvement Account of the Project Fund, the Phase #1 Major Improvement Account of the Project Fund, or the Developer Improvement Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for a Phase #1 Improvement or a Phase #1 Major Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on a Phase #1 Improvement or a Phase #1 Major Improvement until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector (for a City owned Phase #1 Project) shall conduct a review in order to confirm that such request is complete, that the work with respect to such Phase #1 Improvement or a Phase #1 Major Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance

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with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Phase #1 Improvement or a Phase #1 Major Improvement.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the following funds: (1) first from the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund, as applicable; and then (2) second from the Developer Improvement Account of the Project Fund and designated in the Certification for Payment pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Phase #1 Improvement or a Phase #1 Major Improvement (or its completed segment), unless a Cost Overrun amount has been approved for a particular Phase #1 Improvement or a Phase #1 Major Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Phase #1 Improvement and Phase #1 Major Improvement identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Phase #1 Improvement and Phase #1 Major Improvement and has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the Trustee shall make such payment to the Developer or any permitted assignee of the

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Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the Trustee will make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Phase #1 Project to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Phase #1 Project is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Phase #1 Projects until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF PHASE #1 PROJECT

Section 6.01. Phase #1 Project to be Owned by the City or Mustang SUD– Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to a Phase #1 Project to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) calendar days prior to the transfer of title of a Phase #1 Project to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Phase #1 Project until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Phase #1 Project Constructed on City Land or Developer Land. If the Phase #1 Project is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Phase #1 Project. If the Phase #1 Project is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Phase #1 Project. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City or Mustang SUD title to property and/or easements related to the Phase #1 Project as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Phase #1 Project. The

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provisions for inspection and acceptance of such Phase #1 Project otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer consists of one limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Phase #1 Projects in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Phase #1 Projects.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any improvements that are not part of the Phase #1 Projects, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Phase #1 Projects, the Developer covenants to maintain proper books of record and account for the construction of the Phase #1 Projects and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the

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terms hereof, the Phase #1 Projects have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Phase #1 Projects to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Phase #1 Projects within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Phase #1 Projects) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS

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OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PHASE #1 PROJECTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PHASE #1 PROJECTS: (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PHASE #1 PROJECTS; 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 PHASE #1 PROJECTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PHASE #1 PROJECTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR 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 OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN

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SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Phase #1 Projects, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Phase #1 Projects is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Phase #1 Projects not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of a Phase #1 Project hereunder, except as otherwise may be provided in such written consent.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Phase #1 Projects. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to a Phase #1 Project only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Phase #1 Projects, provided that the Developer shall receive payment of the Actual Costs of any Phase #1 Projects that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Phase #1 Projects not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Phase #1 Projects hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Reimbursement Agreement. The City shall have no obligation to perform any work related to a Phase #1 Project or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Section 8.04. Construction of the Phase #1 Projects Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Phase #1 Projects in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Phase #1 Projects and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. 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

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

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, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayedi MM Edgewood Creek, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Robert Miklos Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

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.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager,

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for a Phase #1 Project, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Phase #1 Project. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. Except as otherwise provided in Section 9.05, upon agreement by the parties, this Agreement may be amended, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Reimbursement Agreement have been paid and upon redemption or defeasance of the Bonds issued under the Indenture. If the Developer defaults under this Agreement, the Development Agreement or the Reimbursement Agreement, this Agreement, the Development Agreement and the Reimbursement Agreement shall not terminate with respect to the costs of the Phase #1 Projects that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Execution pages follow.]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of _____, 2021.

CITY OF CELINA, TEXAS

By: _____
Name: Chad Anderson
Title: Mayor Pro Tem

ATTEST:

_____
Name: Vicki Tarrant
Title: City Secretary

(City Seal)

APPROVED AS TO FORM

_____
Julie Fort, Attorney for the City

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

DEVELOPER:

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MM Edgewood Creek, LLC, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Phase #1 Improvement Account of the Project Fund] [the Phase #1 Major Improvement Account of the Project Fund] (as defined in the Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement) from U.S. Bank National Association, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Edgewood Creek Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

I hereby declare that the above representations and warranties are true and correct.

MM EDGEWOOD CREEK, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Cost of Issuance Account of the Project Fund, the Phase #1 Improvement Account of the Project Fund, and/or the Phase #1 Major Improvement Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Edgewood Creek Public Improvement District Phase #1 Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in a Phase #1 Improvement or a Phase #1 Major Improvement.

CITY OF CELINA, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Exhibit B

CERTIFICATION FOR PAYMENT FORM – PHASE #1 IMPROVEMENTS OR PHASE #1 MAJOR IMPROVEMENTS

The undersigned is a lawfully authorized representative for MM Edgewood Creek, LLC, (the "Developer") and requests payment from the [Phase #1 Improvement Account of the Project Fund][Phase #1 Major Improvement Account of the Project Fund][Developer Improvement Account of the Project Fund] from U.S. Bank National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following [Phase #1 Improvements] [Phase #1 Major Improvements] related to the Edgewood Creek Public Improvement District (the "Authorized Improvements"):

[insert specific Phase #1 Improvement or specific Phase #1 Major Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Edgewood Creek Public Improvement District Phases #1 Construction, Funding, and Acquisition Agreement.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Phase #1 Improvement(s) or Phase #1 Major Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Phase #1 Improvement(s) or Phase #1 Major Improvement(s) below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Phase #1 Improvement(s) or Phase #1 Major Improvement(s) identified above, and such costs (i) are in compliance with the Edgewood Creek Public Improvement District Phase #1 Construction, Funding and Acquisition Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Edgewood Creek Public Improvement District Phase #1 Construction, Funding and Acquisition Agreement, the Indenture, and the Service and Assessment Plan.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

5. All conditions set forth in the Indenture (as defined in the Edgewood Creek Public Improvement District Phase #1 Construction, Funding and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The work with respect to the Phase #1 Improvement(s) or the Phase #1 Major Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected the Phase #1 Improvement(s) or the Phase #1 Major Improvement(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Phase #1 Improvement(s) or the Phase #1 Major Improvement(s) identified above being paid, then the work with respect to the Phase #1 Improvement(s) or the Phase #1 Major Improvement(s) have been completed and the City or Mustang Special Utility District, as applicable, has inspected AND accepted the Phase #1 Improvement(s) or the Phase #1 Major Improvement(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Phase #1 Improvement or Phase #1 Major Improvement	**Total Cost of Phase #1 Improvement or Phase #1 Major Improvement**	**Budgeted Cost of Phase #1 Improvement or Phase #1 Major Improvement**	**Amount to be paid from the Project Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Edgewood Creek Public Improvement District Phase #1 Construction, Funding and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Phase #1 Improvement or Phase #1 Major Improvement (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

MM EDGEWOOD CREEK, LLC

By:_____

Name: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Edgewood Creek Public Improvement District Phase #1 Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Phase #1 Improvements or Phase #1 Major Improvements.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT E

LANDOWNER AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement") is entered into as of January 12, 2021, between the City of Celina, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and MM Edgewood Creek, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is located within the Edgewood Creek Public Improvement District (the "District") in the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Phase #1 Projects (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each parcel of Assessed Property in Phase #1 of the District (as identified in the Service and Assessment Plan**)** that will be used to reimburse the Landowner for the costs of constructing the Phase #1 Improvements or pledged as the security for the payment of bonds or other obligations (the "Bonds") to be issued for the purpose of paying the costs of constructing the Phase #1 Improvements that will benefit the Phase #1 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes**,** include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, all as shown on **Exhibit I,** and the location and development of the Phase #1 Projects on the Landowner Parcel and on the property within Phase #1 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within Phase #1 of the District, as shown on the assessment roll attached as Appendix F to the Service and Assessment Plan (the "Phase #1 Assessment Roll");

(ii) the Phase #1 Projects specially benefit Phase #1 of the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within Phase #1 of the District, as such Assessment is shown on the Phase #1 Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Phase #1 Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the PID to a party not subject to Assessments.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II.
OWNERSHIP AND CONSTRUCTION OF PHASE #1 PROJECTS

A. Ownership and Transfer of Phase #1 Projects. Landowner acknowledges that all of the Phase #1 Projects and the land (or easements, as applicable) needed therefor shall be owned by the City and/or Mustang Special Utility District, as applicable, once accepted by and conveyed to the City and/or Mustang Special Utility District, as applicable, following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Phase #1 Projects.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Phase #1 Projects on the property within Phase #1 of the District, to stage on the property within Phase #1 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Phase #1 Projects and for passage and use over and across parts of the property within Phase #1 of the District as shall be reasonably necessary during the construction of the Phase #1 Projects. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Phase #1 Projects cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #1 Projects is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the Phase #1 Projects on those portions of the property within Phase #1 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Phase #1 Projects. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #1 Projects.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Landowner:	Attn: Mehrdad Moayedi MM Edgewood Creek, LLC 1800 Valley View Lane Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Robert Miklos Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Phase #1 Projects and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. The Landowner hereby verifies that the Landowner and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

made for ordinary business purposes. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. The Landowner hereby represents that neither the Landowner nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

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

Date: _____

CITY OF CELINA, TEXAS

By: _____
Chad Anderson, Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021 by Chad Anderson, the Mayor Pro-Tem of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

LANDOWNER

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Edgewood Creek, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Phase #1 (63.112acres):

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BEING that certain tract of land situated in the John Ray Survey, Abstract No. 1104, the William S. Ray Survey, Abstract No. 1105, the Aaron Ray Survey, Abstract No. 1106, and the Daniel Ray Survey, Abstract No. 1107, in Denton County, Texas, and being part of that certain called 398.498 acre tract of land described in deed to Yousef Saadi recorded in Volume 2414, Page 572, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a point located in the north right-of-way line of Farm-to-Market Road No. 428 (variable width R.O.W.) from which the called south end of a corner clip located at the intersection of said north right-of-way line of Farm-to-Market Road No. 428, and the east right-of-way line of Farm-to-Market Road No. 1385 (variable width R.O.W.) bears North 88º42'19" West, a distance of 1208.43 feet;

THENCE over and across said Yousef Saadi tract, the following courses to points for corner:

North 00º35'01" East, a distance of 460.00 feet;

North 89º24'59" West, a distance of 30.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

South 89º24'59" East, a distance of 75.00 feet;

North 00º35'01" East, a distance of 115.00 feet;

South 89º24'59" East, a distance of 500.00 feet;

North 00º35'01" East, a distance of 115.00 feet;

North 89º24'59" West, a distance of 70.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

South 89º24'59" East, a distance of 20.00 feet;

North 45º35'01" East, a distance of 14.14 feet;

North 00º35'01" East, a distance of 210.00 feet;

North 44º24'59" West, a distance of 14.14 feet;

North 89º24'59" West, a distance of 20.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

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South 89º24'59" East, a distance of 20.00 feet;

North 45º35'01" East, a distance of 14.14 feet;

North 00º35'01" East, a distance of 210.00 feet;

North 44º24'59" West, a distance of 14.14 feet;

North 89º24'59" West, a distance of 20.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

South 89º24'59" East, a distance of 35.30 feet, same being the beginning of a tangent curve to the right;

Southeasterly, with said curve having a central angle of 01º18'23", a radius of 1395.00 feet, a chord which bears South 88º45'47" East, a chord distance of 31.81 feet, for an arc distance of 31.81 feet to a point for corner;

North 01º53'25" East, a distance of 115.00 feet;

South 86º52'23" East, a distance of 65.18 feet;

South 84º23'58" East, a distance of 65.19 feet;

South 81º55'33" East, a distance of 65.19 feet;

South 79º25'04" East, a distance of 67.00 feet;

North 12º48'08" East, a distance of 30.00 feet;

South 77º11'52" East, a distance of 50.00 feet;

South 12º48'08" West, a distance of 30.00 feet;

South 74º58'40" East, a distance of 67.00 feet;

South 72º31'55" East, a distance of 61.91 feet;

South 70º10'57" East, a distance of 61.91 feet;

South 67º49'58" East, a distance of 61.93 feet;

South 65º28'59" East, a distance of 61.92 feet;

South 63º02'13" East, a distance of 62.00 feet;

North 29º10'58" East, a distance of 6.96 feet, same being the beginning of a tangent curve to the right;

Northeasterly, with said curve having a central angle of 01º50'31", a radius of 780.00 feet, a chord which bears North 30º06'14" East, a chord distance of 25.07 feet, for an arc distance of 25.07 feet to a point for corner;

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

South 58º58'31" East, a distance of 60.00 feet, same being the beginning of a non-tangent curve to the left;

Southwesterly, with said curve having a central angle of 01º50'31", a radius of 720.00 feet, a chord which bears South 30º06'14" West, a chord distance of 23.14 feet, for an arc distance of 23.15 feet to a point for corner;

South 29º10'58" West, a distance of 6.86 feet;

South 58º30'08" East, a distance of 62.00 feet;

South 56º09'34" East, a distance of 61.48 feet;

South 53º49'36" East, a distance of 61.48 feet;

South 51º29'37" East, a distance of 61.48 feet;

South 49º09'39" East, a distance of 61.48 feet;

South 46º49'40" East, a distance of 61.48 feet;

South 59º53'40" East, a distance of 9.23 feet;

North 47º50'53" East, a distance of 230.00 feet;

South 42º09'07" East, a distance of 115.00 feet;

North 47º50'53" East, a distance of 123.83 feet, same being the beginning of a tangent curve to the right;

Southeasterly, with said curve having a central angle of 90º00'00", a radius of 85.00 feet, a chord which bears South 87º09'08" East, a chord distance of 120.21 feet, for an arc distance of 133.52 feet to a point for corner;

And South 42º09'07" East, a distance of 135.00 feet for corner, said point being located on the north northwest right-of-way line of said Farm-to-Market Road No. 428;

THENCE with said north northwest right-of-way line of Farm-to-Market Road No. 428, the following courses:

South 47º50'53" West, a distance of 946.32 feet;

South 44º58'53" West, a distance of 100.10 feet;

South 47º53'03" West, a distance of 898.69 feet to a wood monument found for corner;

South 50º11'22" West, a distance of 133.71 feet to a 1/2 inch iron rod found for corner, said iron rod being the beginning of a non-tangent curve to the right;

Southwesterly, with said curve having a central angle of 37º16'03", a radius of 1095.92 feet, a chord which bears South 66º28'29" West, a chord distance of 700.33 feet, for an arc distance of 712.83 feet;

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And North 89º24'59" West, a distance of 359.65 feet to the POINT OF BEGINNING, containing a calculated area of 63.112 acres of land.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of January 12, 2021 by MM Edgewood Creek, LLC a Texas limited liability company (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").

B. The City Council of the City of Celina (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Edgewood Creek Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Phase #1 Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Phase #1 Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in Phase #1 of the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Phase #1 Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #1 of the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. **Landowner or any subsequent owner of the Landowner's Parcel waives:**

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Phase #1 Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, 142 N. Ohio, Celina, Texas 75009.
Your failure to pay the assessment or the annual installments could result in a lien on and the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Edgewood Creek, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Phase #1 Assessment Ordinance and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #1 Assessment Roll for such Assessed Parcel (or if the Phase #1 Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EXHIBIT F

REIMBURSEMENT AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 REIMBURSEMENT AGREEMENT

This Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement (this "Reimbursement Agreement") is executed between the City of Celina, Texas (the "City") and MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer") to be effective January 12, 2021 (individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Edgewood Creek Public Improvement District Service and Assessment Plan*, dated January 12, 2021, as the same may be amended from time to time (the "SAP") approved by Ordinance No. _____ passed and approved by the City Council on January 12, 2021 ("Ordinance No. _____"); and

WHEREAS, on May 12, 2020, the City Council passed and approved Resolution No. 2020-33R (the "Creation Resolution") authorizing the creation of the Edgewood Creek Public Improvement District (the "District") covering approximately 247 acres of land described by metes and bounds in said Creation Resolution (the "District Property"); and

WHEREAS, the purpose of the District is to finance public improvements (the "Authorized Improvements") as provided by Chapter 372, Texas Local Government Code, as amended (the "Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Phase #1 is the initial phase to be developed, as described in the SAP; and

WHEREAS, on December 8, 2020, the City Council passed and approved a resolution determining, among other things, the estimated costs of the Phase #1 Projects to be $7,952,958 (the "Phase #1 Improvements Costs"); and

WHEREAS, in addition to approving the SAP, Ordinance No. _____ levied assessments against property within Phase #1 (the "Phase #1 Assessed Property") for the Phase #1 Projects in accordance with the Phase #1 Assessment Roll attached as Appendix F to the SAP; and

WHEREAS, on January 12, 2021, the City adopted Ordinance No. _____ authorizing the issuance and sale of its "City of Celina, Texas, Special Assessment Revenue

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)" (the "Series 2021 Phase #1 Bonds") to finance a portion of the Phase #1 Improvements Costs; and

WHEREAS, the Phase #1 Assessment Revenues are dedicated and pledged to the Series 2021 Phase #1 Bonds as provided in the Phase #1 Assessment Roll and such Bonds are secured under the Indenture of Trust relating to the Series 2021 Phase #1 Bonds, dated January 1, 2021 (the "Series 2021 Phase #1 Bond Indenture") between the City and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Parties have entered into that certain "Edgewood Creek Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement" dated as of January 12, 2021 (the "Construction Funding Agreement") for the construction of the Phase #1 Projects; and

WHEREAS, the Parties intend for the portion of the Phase #1 Improvements Costs that is not financed by the Series 2021 Phase #1 Bonds to be financed under the terms of this Reimbursement Agreement and the Construction Funding Agreement; and

WHEREAS, the City has established a project fund segregated from all other funds of the City (the "Project Fund") for the Phase #1 Projects and has established a "Phase #1 Improvement Account," a "Phase #1 Major Improvement Account," and a "Developer Improvement Account" within such Project Fund under the Series 2021 Phase #1 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the deposit of the Phase #1 Assessment Revenues (the "Pledged Revenue Fund") and has established a "Bond Pledged Revenue Account" and a "Developer Reimbursement Pledged Revenue Account" within such Pledged Revenue Fund under the Series 2021 Phase #1 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the purpose of paying and reimbursing the Developer (the "Reimbursement Fund") for the costs of the Phase #1 Projects paid from the Developer Improvement Account of the Project Fund under the Series 2021 Phase #1 Bond Indenture; and

WHEREAS, pursuant to the Series 2021 Phase #1 Bond Indenture, amounts deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund shall be transferred to the Reimbursement Fund and used solely and exclusively to pay and reimburse the Developer for the costs of Phase #1 Project paid from the Developer Improvement Account of the Project Fund, plus interest, as set forth in this Reimbursement Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, reflect the intent of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. The City shall cause to be deposited into the Pledged Revenue Fund all Phase #1 Assessment Revenues collected (excluding Delinquent Collection Costs and Administrative Expenses) as provided in the Series 2021 Phase #1 Bond Indenture.

3. Developer shall make, or cause to be made, deposits of $4,724,000.00 to the Developer Improvement Account of the Project Fund (the "Developer Deposit") on the Closing Date (as defined in the Series 2021 Phase #1 Bond Indenture) of the Series 2021 Phase #1 Bonds. The Phase #1 Improvements Costs shall be paid first from the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund, as applicable, and then from the Developer Improvement Account of the Project Fund in accordance with the Indenture and the Construction Funding Agreement.

4. Strictly subject to the terms, conditions, and requirements and solely from the Phase #1 Assessment Revenues as herein provided, the City agrees to pay to the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Phase #1 Projects incurred by the Developer, but not to exceed the budgeted costs, of the Phase #1 Projects actually paid from the Developer Improvement Account of the Project Fund (the "Reimbursement Amount") plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2051 (the "Maturity Date"); provided, however, the principal amount of the Reimbursement Amount shall not exceed **$4,724,000.00**. The Reimbursement Amount shall be payable to the Developer solely from: (i) the Phase #1 Assessment Revenues deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund and transferred to the Reimbursement Fund as provided in Article VI of the Series 2021 Phase #1 Bond Indenture; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the "Future Phase #1 Bonds") issued by the City and secured by the Phase #1 Assessment Revenues; or (iii) a combination of items (i) and (ii) immediately above. The Phase #1 Improvements Costs are authorized by the Act and approved by the City Council and represents the total cost to be assessed against the Phase #1 Assessed Property for the Phase #1 Projects which are eligible public improvement projects that are being undertaken and financed by the District for the special benefit of the Phase #1 Assessed Property and that upon completion will be dedicated in fee and accepted by the City and/or Mustang Special Utility District ("Mustang SUD"), as applicable. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) _____% for years one through five, and (y) _____% for years six through 31 until Future Phase #1 Bonds are sold, if ever. If

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

any portion of the Reimbursement Amount remains unpaid after the City has elected to sell Future Phase #1 Bonds, the interest paid to the Developer shall be the same as the interest rate on the Future Phase #1 Bonds; provided, however, that such rate shall not exceed _____%. The interest rate has been approved by the City Council and is authorized by the Act and was determined based upon the Bond Buyer Revenue Bond Index published in *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was _____%. The interest rate of _____% and _____% contained herein comply with Section 372.023 (e)(1) and Section 372.023 (e)(2) of the Act.

5. The Reimbursement Amount, plus interest, as described above (collectively, the "Unpaid Balance") is payable to the Developer and secured under this Reimbursement Agreement solely as described in paragraph 4 above. The Unpaid Balance shall be payable, if funds are available, as set forth in the Construction Funding Agreement. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at Maturity. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Phase #1 Assessment Revenues and, as a result, is unable to make transfers from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement. This Reimbursement Agreement and/or any Future Phase #1 Bonds shall not and shall never give rise to or create:

   a. a charge against the general credit or taxing powers of the City or any other taxing unit; or

   b. a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2021 Phase #1 Bond Indenture or from the net proceeds of any Future Phase #1 Bonds; or

   c. any obligation of the City to issue Future Phase #1 Bonds or other obligations; or

   d. any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement other than from (i) the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided

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in the Series 2021 Phase #1 Bond Indenture and this Reimbursement Agreement, or (ii) from the net proceeds of any Future Phase #1 Bonds.

6. If Future Phase #1 Bonds are issued, the net proceeds of such Future Phase #1 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Phase #1 Projects paid from the Developer Improvement Account of the Project Fund and then to pay all or any portion of any Phase #1 Improvements Costs. If, after application of the net proceeds of such Future Phase #1 Bonds, any Phase #1 Improvements Costs remain unpaid, then the Developer shall pay such cost. If, after application of the net proceeds of any Future Phase #1 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2021 Phase #1 Bond Indenture, and (ii) amounts deposited into any funds created for such purpose under any indenture relating to any Future Phase #1 Bonds. Once the principal amount of all Future Phase #1 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.

7. If on the latest of the final maturity date of the Series 2021 Phase #1 Bonds or the Future Phase #1 Bonds, after application of the net proceeds of any Future Phase #1 Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable; provided, however, if any Phase #1 Assessment Revenues remain due and payable and are uncollected on the Maturity Date, such Phase #1 Assessment Revenues, when, as, and if collected after the Maturity Date, shall first be applied to any amounts due in connection with outstanding Series 2021 Phase #1 Bonds and outstanding Future Phase #1 Bonds and second, paid to the Developer and applied to the Unpaid Balance.

8. The Developer has the right to convey, transfer, assign, collaterally assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest to payments under this Reimbursement Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance, whether such payment is from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2021 Phase #1 Bond Indenture, or (ii) net proceeds of any Future Phase #1 Bonds (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing,

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however, no Transfer shall be effective until five days after notice of the Transfer, including, for each Transferee, the information required by Section 16 below, is received by the City. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the Transferee.

9. The inability or failure of the City to issue Future Phase #1 Bonds shall not constitute a Failure or Default under this Reimbursement Agreement.

10. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2021 Phase #1 Bond Indenture, or (ii) net proceeds of any Future Phase #1 Bonds; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

11. If the Developer is in compliance with that certain Edgewood Creek Development Agreement, effective October 8, 2020 and recorded on June 30, 2020 as document 202092965 in the deed records of Denton County (the "Development Agreement") and following the City's and/or Mustang SUD's inspection and approval of the Phase #1 Projects in accordance with the provisions of the Construction Funding Agreement and until Future Phase #1 Bonds are issued, if ever, there will be no conditions or defenses to the obligation of the City to use amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2021 Phase #1 Bond Indenture to pay the Unpaid Balance.

12. If the Developer is in compliance with the Development Agreement, following the City's and/or Mustang SUD's inspection and approval of the Phase #1 Projects and if Future Phase #1 Bonds are issued, there will be no conditions or defenses to the obligation of the City to use the net proceeds of any Future Phase #1 Bonds to pay the

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Unpaid Balance and to pledge the Phase #1 Assessment Revenues as security for the Series 2021 Phase #1 Bonds.

13. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Phase #1 Improvements. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or the Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

14. The City may consider issuing one or more series of Future Phase #1 Bonds to pay the Unpaid Balance; however, the Parties covenant and acknowledge that approval of the issuance of any Future Phase #1 Bonds by the City Council is a governmental function within the City's sole discretion.

15. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Denton County, Texas.

16. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel

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Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Owner: Attn: Mehrdad Moayedi
MM Edgewood Creek, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

And to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

17. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

18. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement unless the Transferee agrees to be bound.

b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer, however, shall: (1) affect the obligations of the City to use the amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2021 Phase #1 Bond Indenture and the net proceeds of Future Phase #1 Bonds as provided in

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Sections 10 and 11 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.

c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; (2) seek specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement.

19. To the extent there is a conflict between this Reimbursement Agreement and the Series 2021 Phase #1 Bond Indenture, the Series 2021 Phase #1 Bond Indenture shall control as the provisions relate to the proceeds of the Series 2021 Phase #1 Bonds. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, the Reimbursement Agreement shall control.

20. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

21. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.

22. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

23. This Reimbursement Agreement may be amended only by written agreement of the Parties.

24. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

25. The City shall have the right, during normal business hours and upon three business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Phase #1 Improvements. For a period of two years after completion of the Phase #1 Improvements, the Developer shall maintain proper books of record and account for the construction of the Phase #1 Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

26. The Parties agree that at any time after the execution of this Reimbursement 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 Reimbursement 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 Reimbursement Agreement is executed or any future City Council.

27. The Developer hereby verifies that the Developer and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

28. The Developer hereby represents that neither the Developer nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

[Signature pages to follow]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of _____, 2021.

CITY OF CELINA

By: _____
Name: Chad Anderson
Title: Mayor Pro-Tem

APPROVED AS TO FORM

_____
Name: _____
Title: Attorney for the City

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

DEVELOPER

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phase #1 Bond Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Raha Pouladi, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 12, 2021
Re:	Edgewood Creek PID Phases #2-3 Bond Ordinance

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project); approving and authorizing related agreements; and providing an effective date. (Edgewood Creek PID Phases #2-3 Bond Ordinance) (Pouladi)

Background Information:
The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Bond Ordinance

Staff Recommendation:
Staff recommends approval as presented.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Edgewood Creek Public Improvement District" (the "District"), pursuant to Resolution No. 2020-33R adopted by the City Council of the City (the "City Council") on May 12, 2020; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on January 12, 2021, regarding the levy of special assessments against benefitted property located within the second and third construction phases of the District ("Phases #2-3"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2020-_____ (the "Phases #2-3 Assessment Ordinance") on January 12, 2021; and

WHEREAS, in the Phases #2-3 Assessment Ordinance, the City Council approved and accepted the Edgewood Creek Public Improvement District Service and Assessment Plan, dated January 12, 2021 (as updated, amended, and/or restated, the "Service and Assessment Plan"), relating to the District and levied special assessments (the "Assessments") against the Phases #2-3 Assessed Property, as shown on the Phases #2-3 Major Improvement Assessment Roll that is attached to the Service and Assessment Plan; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Phases #2-3 Major Improvements, (ii) paying a portion of the interest on the Bonds (as defined herein) during and after the period of acquisition and construction of the Phases #2-3 Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Phases #2-3 Major Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms and provisions

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

of a Construction, Funding, and Acquisition Agreement (defined below), and (vii) approve the form, terms and provisions of a Landowner Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Phases #2-3 Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2-3 Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of January 1, 2021, between the City and U.S. Bank National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager and the City's land use attorney) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor and Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds (the "Preliminary Limited Offering Memorandum") and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") among the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain "Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement" (the "Construction, Funding, and Acquisition Agreement") between the City and MM Edgewood Creek, LLC (the "Developer"), is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreement. That certain "Landowner Agreement" (the "Landowner Agreement") between the City and the Developer, is hereby authorized and approved in substantially the form attached hereto as **Exhibit E** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Landowner Agreement with such changes

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Additional Actions. The Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Phases #2-3 Major Improvements.

SECTION 8. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 12. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 13. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

PASSED AND ADOPTED, this January 12, 2021.

CITY OF CELINA, TEXAS

_____
Mayor Pro Tem

ATTEST:

_____
City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF JANUARY 1, 2021

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of January 1, 2021 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Edgewood Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on May 12, 2020, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on May 12, 2020, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-33R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on June 12, 2020, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after June 19, 2020; and

WHEREAS, on December 8, 2020, the City Council by Resolution No. 2020-__R made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment rolls, called public hearings for January 12, 2021 and directed City staff to (i) file said proposed assessment rolls with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice relating to the January 12, 2021 hearings as required by Section 372.016(b) of the PID; and

WHEREAS, on December 21, 2020, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearings in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located, to consider the proposed Service and Assessment Plan and the Phases #2-3

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Major Improvement Assessment Roll and the levy of the Assessments on property within Phases #2-3 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Phases #2-3 Major Improvement Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Phases #2-3 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on January 12, 2021 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Phases #2-3 Major Improvement Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Phases #2-3 Major Improvements, the purposes of the Assessments, the special benefits of the Phases #2-3 Major Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Phases #2-3 Major Improvements, the Phases #2-3 Major Improvement Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2021-__, which levied the Assessments and approved the Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Phases #2-3 Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2-3 Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" means, with respect to an Phases #2-3 Major Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Phases #2-3 Major Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction, and/or implementation of such Phases #2-3 Major Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Phases #2-3 Major Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Phases #2-3 Major Improvement, (d) the costs for external professional costs associated with such Phases #2-3 Major Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, property taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders, and material men in connection with the acquisition, construction or implementation of the Phases #2-3 Major Improvement, (f) all related permitting, zoning, and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and (g) all advances and payments for Administrative Expenses.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Phases #2-3 Major Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Assessments collected for Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each parcel of Phases #2-3 Assessed Property, each annual payment of the Assessments as shown on the Phases #2-3 Major Improvement Assessment Roll attached to the Service and Assessment Plan as Appendix E and related to the Phases #2-3 Major Improvements; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessments" means the aggregate assessments shown on the Phases #2-3 Major Improvement Assessment Roll. The singular of such term means the assessment levied against a parcel of Phases #2-3 Assessed Property, including the portion to be paid for Administrative Expenses, as shown on the Phases #2-3 Major Improvement Assessment Roll, subject to reallocation upon the subdivision of a parcel of Phases #2-3 Assessed Property or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against the Phases #2-3 Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Authorized Denomination" means $25,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including the Phases #2-3 Major Improvements and the Phase #1 Projects, listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)".

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit B to the Phases #2-3 Major Improvement Construction, Funding and Acquisition Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Phases #2-3 Major Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the Phases #2-3 Major Improvement Construction, Funding and Acquisition Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on a parcel of Phases #2-3 Assessed Property and the costs of collection of a delinquent Assessment in accordance with the PID Act, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means MM Edgewood Creek, LLC, a Texas limited liability company, and its successors and assigns.

"Development Agreement" means that certain "Edgewood Creek Development Agreement" executed by and between the City and Centurion American Acquisitions, LLC, effective October 8, 2020, as may be amended, and as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, effective as of October 8, 2020.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any parcel(s) of Phases #2-3 Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Future Phase" has the meaning ascribed to such term in Section 13.2(d) hereof.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Appraisal" means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Future Phase for which the Additional Obligations are to be issued as established by publicly available data from the City appraisal district, (ii) an "as-complete" appraisal delivered by an independent appraiser licensed in the State, which appraisal shall assume completion of the improvements to be funded with the proceeds of such series of Additional Obligations, (iii) a certificate delivered to the City by a qualified independent third party (which party may be the Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the Future Phase, as applicable, for which such Additional Obligations are to be issued based on either (a) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in the Future Phase for which such Additional Obligations are to be issued or any preceding phase of the District for which bonds have been issued to fund Authorized Improvements or (b) the sales price in the actual lot purchase contracts in the Future Phase for which the Additional Obligations are to be issued.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing March 1, 2021.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvements" means the Authorized Improvements which will benefit all of the property within the District, as more particularly described in Section III of the Service and Assessment Plan.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

"Outstanding" means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been

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canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Phase #1" means the initial phase to be developed in the District, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Phase #1 Bond Indenture" means the Indenture of Trust dated as of January 1, 2021 between the City and U.S. Bank National Association, securing the City's bonds entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)".

"Phase #1 Bonds" means bonds issued pursuant to the Phase #1 Bonds Indenture or any supplemental indenture thereto.

"Phase #1 Improvements" means the Authorized Improvements which only benefit property within Phase #1 of the District, as described in Section III.C of the Service and Assessment Plan.

"Phase #1 Projects" means (i) the pro rata portion of the Major Improvements allocable to Phase #1 and (ii) the Phase #1 Improvements, as described in Section III.C of the Service and Assessment Plan.

"Phases #2-3" means the property within the District excluding Phase #1, which is to be developed subsequent to Phase #1, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Phases #2-3 Assessed Property" means the parcels of land located within Phases #2-3 of the District against which an Assessment is levied by the Phases #2-3 Major Improvement Assessment Ordinance in accordance with the Service and Assessment Plan.

"Phases #2-3 Major Improvement Assessment Ordinance" means Ordinance No. 2021-__ adopted by the City Council on January 12, 2021 that levied the Assessments on the Phases #2-3 Assessed Property.

"Phases #2-3 Major Improvement Assessment Roll" means the Phases #2-3 Major Improvement Assessment Roll attached as Appendix E to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan

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or in an Annual Service Plan Update, showing the total amount of the Assessment against each parcel of Phases #2-3 Assessed Property related to the Bonds and the Phases #2-3 Major Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Phases #2-3 Major Improvement Bond Ordinance" means Ordinance No. 2021- __ adopted by the City Council on January 12, 2021 authorizing the issuance of the Bonds pursuant to this Indenture.

"Phases #2-3 Major Improvement Construction, Funding and Acquisition Agreement" means the "Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding and Acquisition Agreement" by and between the City and the Developer dated as of January 12, 2021, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Phases #2-3 Major Improvements within the District, the issuance of bonds, and other matters related thereto.

"Phases #2-3 Major Improvements" means the pro rata portion of the Major Improvements allocable to Phases #2-3, as more particularly described in Section III of the Service and Assessment Plan.

"Phases #2-3 Major Improvements Account" means the Account of such name established pursuant to Section 6.1.

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

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

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"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each, as amended) to refund all or any portion of the then Outstanding Bonds.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is $_____, which is an amount equal to the [Maximum Annual Debt Service] on the Bonds as of the Closing Date.

"Reserve Fund" means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "Edgewood Creek Public Improvement District Service and Assessment Plan" dated January 12, 2021, including the Phases #2-3 Major Improvement Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Phases #2-3 Major Improvement Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is greater than or equal to ten percent (10%) of the Outstanding principal amount of the Bonds.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

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"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

"Value to Lien Ratio" means the ratio of the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a Future Phase, based on an Independent Appraisal, to the sum of (i) the assessments levied or to be levied on a specific parcel or parcels, as applicable, within such Future Phase and (ii) the outstanding Assessments for the Bonds levied on such parcel or parcels, as applicable, within such Future Phase.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture

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shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Phases #2-3 Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2-3 Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated January 1, 2021 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2021 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount ($)	Interest Rate (%)

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a certified copy of the Phases #2-3 Major Improvement Assessment Ordinance;

(b) a certified copy of the Phases #2-3 Major Improvement Bond Ordinance;

(c) a copy of the executed Phase #1 Bond Indenture;

(d) a copy of the executed Phases #2-3 Major Improvement Construction, Funding and Acquisition Agreement;

(e) a copy of this Indenture executed by the Trustee and the City; and

(f) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the

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Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged for other Bonds in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of

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this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement

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Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

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With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such

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Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their stated maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

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Redemption Date	Sinking Fund Installment ($)

* maturity

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a stated maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price of par plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture).

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral thereof.

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Each Bond shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such Bonds by $1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

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(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

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(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Phases #2-3 Major Improvements Account; and

(B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Phases #2-3 Major Improvements Account of the Project Fund: $_____;

(iii) to the Costs of Issuance Account of the Project Fund: $_____;

(iv) to the Reserve Account of the Reserve Fund: $_____; and

(v) to the District Administration Account of the Administrative Fund:$ _____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2022, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledge Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve

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Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, in accordance with Section 6.7(b) hereof, (iv) fourth, to the Phases #2-3 Major Improvement Projects Account of the Project Fund to pay Actual Costs of the Phases #2-3 Major Improvements, and (v) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the parcel(s) of Phases #2-3 Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts

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so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Phases #2-3 Major Improvements Account of the Project Fund, or if the Phases #2-3 Major Improvements Account of the Project Fund has been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Phases #2-3 Major Improvements Account of the Project Fund to pay Actual Costs of the Phases #2-3 Major Improvements shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Phases #2-3 Major Improvements Account of the Project Fund pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Phases #2-3 Major Improvement Construction, Funding and Acquisition Agreement or as provided in such written direction from the City. Such provisions and procedures related to such disbursement contained in the Phases #2-3 Major Improvement Construction, Funding and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Phases #2-3 Major Improvements Account of the Project Fund are not expected to be expended for purposes of the Phases #2-3 Major Improvements Account of the Project Fund due to the abandonment, or constructive abandonment, of the Phases #2-3 Major Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Phases #2-3 Major Improvements Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Phases #2-3 Major Improvements Account of the Project Fund that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Phases #2-3 Major Improvements Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

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(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Phases #2-3 Major Improvements have been completed and that all Actual Costs of the Phases #2-3 Major Improvements have been paid, or that any such Actual Costs are not required to be paid from the Phases #2-3 Major Improvements Account of the Project Fund pursuant to a Certification for Payment or written direction from the City or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Phases #2-3 Major Improvements Account of the Project Fund to the Bond Fund, and (ii) shall close the Phases #2-3 Major Improvements Account.

(f) Not later than six months following the Closing Date, or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Phases #2-3 Major Improvements Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2022, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been has accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall begin collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to begin depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional

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redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Phases #2-3 Major Improvement Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in the City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall

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transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and, second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses Costs and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

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Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in a City Certificate and to insure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the

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Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Phases #2-3 Major Improvement Assessment Ordinance, it has levied the Assessments against the respective parcel of Phases #2-3 Assessed Property from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Phases #2-3 Major Improvements in accordance with the Phases #2-3 Major Improvement Reimbursement Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding parcel of Phases #2-3 Assessed Property. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this

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Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds issued to refund all or a portion of the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Phases #2-3 Major Improvements in accordance with the Phases #2-3 Major Improvement Reimbursement Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

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"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates

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a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from

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the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions

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furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Phases #2-3 Major Improvement Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Pledged Revenues, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

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ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed by it with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own gross negligence or willful misconduct, both before and after default by the City.

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Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

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If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

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Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or

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consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

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(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

The Trustee must receive an opinion of counsel for such Supplemental Indenture to the effect that the same is authorized or permitted by the terms of this Indenture.

Any modification or amendment made pursuant to this paragraph shall not be subject to the notice procedures specified in Section 10.3 below.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner

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hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

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(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification,

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request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

> FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

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(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

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Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provisions of this Indenture, the City shall not issue additional bonds, notes, or other obligations under this Indenture, secured by any pledge of or other lien or charges on the Pledged Revenues or other property of the Trust Estate pledged under this Indenture other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the state of Texas.

(d) The City reserves the right to issue or incur Additional Obligations to finance the cost of future improvements specifically benefitting property in the second construction phase of the District and in the third construction phase of the District (each, a “Future Phase” and collectively, the “Future Phases”) as the development proceeds. For the avoidance of doubt, the conditions set forth in this Section 13.2 do not apply to the issuance of a series of Phase #1 Bonds. Such Additional Obligations for the Future Phases will be secured by separate assessments levied on the assessed property within each respective Future Phase. The City

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

may, but is under no obligation to, issue or incur Additional Obligations, for any purpose permitted by the PID Act; provided, however, that no Additional Obligations secured by assessments levied against either of Future Phases shall be issued unless such Additional Obligations are made to mature on September 1 in each of the years in which they are scheduled to mature, and the below conditions have been met:

(i) The Trustee shall receive a certificate from the City Representative certifying (A) that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture or in any indenture of trust authorizing the issuance of Additional Obligations and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Additional Obligations (including those relating to the Phase #1 Bonds), unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Obligations regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that neither the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Phase is delinquent with respect to the payment of special assessments and ad valorem taxes (other than any ad valorem taxes being contested in good faith) on the assessed parcels owed by the Developer or such owner, respectively, in such Future Phase;

(iv) The Trustee and the City shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the parcels to be assessed in the Future Phase, for which the Additional Obligations will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users; and either:

(A) building permits for homes have been issued and vertical construction has commenced, which means framing on the main structure has begun, for at least fifty percent (50%) of the total lots or residential units, as applicable, in the preceding phase(s) of the District for which bonds have been issued, in part or whole, to fund local improvements within such phase; or

(B) certificates of occupancy for completed homes have been issued for at least twenty-five percent (25%) of the total lots or residential units, as applicable, in the preceding phase(s) of the District for which bonds have been issued, in part or whole, to fund local improvements within such phase;

(v) The Trustee and City shall receive an Independent Appraisal evidencing that (i) the Value to Lien Ratio of each individual assessed parcel in the Future Phase for which assessments have been or will be levied is not less than 2.0:1 and that the Value

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

to Lien Ratio of the combined value of all parcels in such Future Phase for which assessments have been levied or will be levied is not less than 3.0:1.

(e) Notwithstanding the provisions of Section 13.2(d) above, Refunding Bonds issued to refund all or a portion of the Bonds shall not be required to meet the requirements set forth in Section 13.2(d)(iv) or Section 13.2(d)(v).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Celina, Texas 75009 Attention: City Manager
If to the Trustee or the Paying Agent/Registrar:	U.S. Bank National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture with the City is a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[remainder of page left blank intentionally]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2021, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated January 1, 2021 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of January 1, 2021 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Phases #2-3 Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2-3 Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $25,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor Pro Tem, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

_____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

_____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amount ($)	Interest Rate (%)"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

BOND PURCHASE AGREEMENT

January 12, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and U.S. Bank National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Phases #2-3 Major Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated January 1, 2021 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on February 3, 2021 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the "City Council") on January 12, 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of January 1, 2021, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Assessments") levied on the assessable parcels within Phases #2-3 of the Edgewood Creek Public Improvement District (the "District"). The District was established by a resolution enacted by the City Council on May 12, 2020 (the "Creation Resolution") in accordance with the Act. A Service and Assessment Plan (the "Service and Assessment Plan") which sets forth the costs of the Phases #2-3 Major Improvements and the method of payment of the Assessments levied against assessable property located within Phases #2-3 of the District pursuant to an ordinance adopted by the City Council on January 12, 2021 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Phases #2-3 Major Improvements (as defined in the Indenture) that will benefit Phases #2-3 of the District, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2-3 Major Improvements, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof. On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated December 29, 2020 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board ("MSRB") Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE PHASES #2-3 MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Major Improvements and the Development), "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR," "APPRAISAL OF PROPERTY WITHIN PHASES #2-3 OF THE DISTRICT," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer", and "INFORMATION RELATING TO THE TRUSTEE." If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement between MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer") and the City dated January 12, 2021 (the "CFA Agreement"),

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(4) the "Edgewood Creek Development Agreement" between the City and Centurion American Acquisitions LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, (the "Development Agreement");

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of January 1, 2021 (the "City Continuing Disclosure Agreement"), executed and delivered by the City, MuniCap Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent; and

(6) the Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer (the "Landowner Agreement")

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the CFA Agreement, (4) the Development Agreement, (5) the City Continuing Disclosure Agreement, (6) the Landowner Agreement, (7) the Limited Offering Memorandum, and (8) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (6) being referred to collectively herein as the "City Documents").

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided

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herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll for Phases #2-3 (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE PHASES #2-3 MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Major Improvements and the Development),

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"THE ASSESSMENT CONSULTANT AND ADMINISTRATOR,", "APPRAISAL OF PROPERTY WITHIN PHASES #2-3 OF THE DISTRICT," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer", and "INFORMATION RELATING TO THE TRUSTEE."

(k) Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE PHASES #2-3 MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Major Improvements and the Development), "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR," "APPRAISAL OF PROPERTY WITHIN PHASES #2-3 OF THE DISTRICT," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer", and "INFORMATION RELATING TO THE TRUSTEE;" and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

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(m) Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set for in Section 9(e) hereof.

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7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Miklos Cinclair, PLLC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the CFA Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of January 1, 2021 executed and delivered by the Developer and MuniCap, Inc. as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. as dissemination agent (the "Continuing Disclosure Agreement of the Developer," and together with the Developer Letter of Representations, the Development Agreement, the CFA Agreement, and the Landowner Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its

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obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Phases #2-3 Major Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Concurrent Closing of the Phase #1 Bonds. The City shall issue concurrently with the issuance of the Bonds its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project)."

(f) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would

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result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

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(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities

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Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds", "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the last paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE" (except for the subcaption "The City's Compliance with Prior Undertakings"), "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX A and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair

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description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the CFA Agreement, the Landowner Agreement, the City Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Underwriter's Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

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(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

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(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

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(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Phases #2-3 of the District dated December 16, 2020.

(p) Letter of Representation of Assessment Consultant and Administrator. Letter of Representation of the Assessment Consultant and Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Creation Resolution, Assessment Ordinance, and Landowner Agreement. Evidence that (i) the Creation Resolution, including legal description of Phases #2-3 of the District by metes and bounds, (ii) the Assessment Ordinance, including the Assessment Roll for Phases #2-3 of the District and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, and (iii) the Landowner Agreement have been filed of record in the real property records of Denton County, Texas.

(r) Lender Consent Certificate. Lender Consent Certificate of Liberty Bankers Life Insurance Company and any other lienholder on land in Phases #2-3 of the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter.

(s) Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(t) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(u) BLOR. A copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the City.

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(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, and the opinion of Bond Counsel described in Section 9(a) hereof.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the City as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the sale date, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

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(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party,

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 N. Ohio Street, Celina, Texas 76201, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Contract is a contract for goods or services, will not boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

24. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

25. Indemnification. The Underwriter will indemnify and hold harmless the City against any losses, claims, damages or liabilities to which the City may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Limited Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon any untrue statement or alleged untrue statement of material fact, or any omission or alleged omission of any material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission was made in the Limited Offering Memorandum or any such amendment or supplement in reliance upon and in conformity with information under the heading "UNDERWRITING" in the Limited Offering Memorandum, and will reimburse the City for any legal or other expenses reasonably incurred by the City in connection with investigating or defending any such actions or claims as such expenses are incurred.

[*Remainder of this page intentionally left blank*]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

SCHEDULE I

$[PAR AMOUNT]
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

Interest Accrues From: Date of Delivery

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

(a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test", and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(b) The Bonds maturing on or after September 1, 20__ are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20__, at the price of par plus accrued interest to the date of redemption, as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__†	

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__†	

† Final Maturity

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

January 12, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR AMOUNT] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CITY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Phases #2-3 Major Improvements and the Development, as defined in the Limited Offering Memorandum), "TAX MATTERS," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "INFORMATION RELATING TO THE TRUSTEE."

3. Developer Documents. The Developer has executed or caused the execution of and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against the Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) that certain "Edgewood Creek Development Agreement" between the City and Centurion American Acquisitions LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, (the "Development Agreement");

(c) that certain Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement between the Developer and the City dated January 12, 2021 (the "CFA Agreement");

(d) the certain Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer (the "Landowner Agreement"); and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(e) that certain Continuing Disclosure Agreement of the Developer, dated as of January 1, 2021 made by and among the Developer, MuniCap, Inc. as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as dissemination agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE PHASES #2-3 MAJOR IMPROVEMENTS" "THE DEVELOPMENT," "THE DEVELOPER" "CONTINUING DISCLOSURE – The Developer", and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Major Improvements and the Development, as defined in the Limited Offering

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Memorandum) and "LEGAL MATTERS — Litigation — The Developer," and "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Phases #2-3 Major Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

(a) The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE PHASES #2-3 MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Major Improvements, and the Development), "LEGAL MATTERS — Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer" or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page to follow*]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

DEVELOPER:

MM EDGEWOOD CREEK, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPENDIX B

$[PAR AMOUNT]
CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, limited liability company, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is January 12, 2021.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXECUTED and DELIVERED this _____, 2021.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

February 3, 2021

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75218

City of Celina, Attn: City Manager
142 N. Ohio Street
Celina, Texas 76201

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the "City") and are rendering this opinion for limited purposes in connection with the issuance and sale of $[PAR AMOUNT] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [_____] and enacted by the City Council of the City (the "City Council") on January 12, 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of January 1, 2021 (the "Indenture") by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated January 12, 2021 between the City and FMSbonds, Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the City, and for the purposes of rendering this opinion, we have reviewed the following (the "Reviewed Documents"):

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(a) Resolution No. 2020-33R (the "Creation Resolution"), enacted by the City Council on May 12, 2020.

(b) The Phases #2-3 Major Improvement Assessment Ordinance, adopted by the City Council on January 12, 2021 (the "Assessment Ordinance").

(c) The Bond Ordinance.

(d) The Indenture.

(e) That certain "Edgewood Creek Development Agreement" between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer"), pursuant to that certain Assignment of Edgewood Creek Development Agreement, (the "Development Agreement");

(f) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of January 1, 2021 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City, MuniCap Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., (the "Dissemination Agent");

(h) That certain Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement between the City and the Developer dated January 12, 2021 (the "CFA Agreement"); and

(i) the certain Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer (the "Landowner Agreement")

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Miklos Cinclair, counsel to the Developer (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Phases #2-3 of the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

3. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

4. The performance by the City of the obligations under the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

5. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Reviewed Documents.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" and "—Assessment Amounts," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings," and "APPENDIX A" are a fair and accurate summary of the laws and the documents and facts summarized therein and, (ii) with respect to the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the penultimate sentence of "SOURCES OF INFORMATION; MISCELLANEOUS, Information Concerning Celina Mayor and Centurion COO Sean Terry", based solely on information provided by the Assistant City Manager of the City, neither the City Attorney nor the City Manager have been contacted by the Federal Bureau of Investigation.

7. The execution and delivery of the Reviewed Documents and the compliance with the provisions of the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on,

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

_____

MESSER, FORT & MCDONALD, PLLC
JULIE FORT
ATTORNEY FOR THE CITY

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Developer, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP Bond Counsel to the City; (ii) Miklos Cinclair Law, PLLC; and (iii) Winstead PC counsel to the Underwriter.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions specifically do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"):

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPENDIX D

[LETTERHEAD OF MIKLOS CINCLAIR]

February 3, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Messer, Fort & McDonald, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to MM Edgewood Creek, LLC, a Texas limited liability company (the *"Developer")* in connection with the issuance and sale by the City of Celina, Texas (the *"City"),* of $[PAR AMOUNT] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of January 1, 2021 (the *"Indenture"),* by and between the City and U.S. Bank National Association, as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Edgewood Creek" (the *"Development")* located in the City.

The Bonds are being sold by FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated January 12, 2021 (the *"Bond Purchase Agreement"),* between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the *"Material Documents"):*

(1) the "*Edgewood Creek Development Agreement*" between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement;

(2) the *Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement* between the Developer and the City dated January 12, 2021;

(3) the *Landowner Agreement* dated as of January 12, 2021 executed by the City and the Developer;

(4) the *Continuing Disclosure Agreement of Developer* dated as of January 1, 2021 among the Developer, Municap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent; and

(5) the *Developer Letter of Representations* dated as of January 12, 2021;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "*Developer Certificate")*;

(c) The Preliminary Limited Offering Memorandum, dated December 29, 2020 relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(d) The final Limited Offering Memorandum, dated January 12, 2021, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(e) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

1. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

2. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

3. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

4. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to the validity or enforceability against it of such Material Documents or the transactions described therein.

5. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

6. The information set forth in the Limited Offering Memorandum under the captions *"PLAN OF FINANCE — Development Plan and Plan of Finance," "THE PHASES #2-3 MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) and "CONTINUING DISCLOSURE – The Developer,"* adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer and its lawyers, at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,
Miklos Cinclair, PLLC

By: _____
Name: Robert Miklos
Its: Member and Director

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer") DO HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) (the "Bonds"), pursuant to the City's Preliminary Limited Offering Memorandum, dated December 29, 2020 and Limited Offering Memorandum dated January 12, 2021 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations dated January 12, 2021;

(b) that certain "Edgewood Creek Development Agreement" between the City and CADG Centurion American Acquisitions, LLC, a Texas limited liability company, effective as of October 8, 2020, as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement;

(c) that certain Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement among the Developer and the City dated January 12, 2021;

(d) the Landowner Agreement dated as of January 12, 2021 executed by the City and the Developer; and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(e) that certain Continuing Disclosure Agreement of the Developer, dated as of January 1, 2021 made by and among the Developer, HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. as dissemination agent and MuniCap, Inc., as Administrator.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE – Development Plan and Plan of Finance," "THE PHASES #2-3 MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Major Improvements, and the Development), "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it pertains to the Developer) and "CONTINUING DISCLOSURE – The Developer", and certify that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting such Developer and the portion of the Development owned by such Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. The Developer is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian,

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Phases #2-3 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

12. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

13. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: _____, 2021

[*Signature page to follow*]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

DEVELOPER:

MM EDGEWOOD CREEK, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

[*Signature page of Closing Certificate of Developer*]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES]

February 3, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Phases #2-3 of the Edgewood Creek Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of Integra Realty Resources DFW, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated December 29, 2020, and the Limited Offering Memorandum for the Bonds, dated on or about January 12, 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information I have provided is the real estate appraisal of the property in Phases #2-3 of the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL OF PROPERTY WITHIN PHASES #2-3 OF THE DISTRICT — The Appraisal".

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about February 3, 2021) which would render any such information in the Limited Offering Memorandum untrue,

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

_____

_____

By: _____

Its: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPENDIX G

[LETTERHEAD OF ASSESSMENT CONSULTANT AND ADMINISTRATOR]

February 3, 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap", consultant in connection with the creation by the City of Celina, Texas (the "City"), of the Edgewood Creek Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated December 29, 2020 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about January 12, 2021 (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts", "OVERLAPPING TAXES AND DEBT," and "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR – Assessment Consultant," and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the use of the name of our firm in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum for the Bonds.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about February 3, 2021) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of January 1, 2021 (this "Disclosure Agreement") is executed and delivered by and between the City of Celina, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator") and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)" (the "Bonds"). The Issuer, Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of January 1, 2021, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean an employee or designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities for the administration of the District.

"Affiliate" shall mean an entity that owns property within Phases #2-3 of the District and is controlled by, controls, or is under common control with the Developer or any Subsequent Third Party Owner (as such term is defined in the Disclosure Agreement of the Developer).

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment(s)" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

"Assessment(s)" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

"Developer" shall mean MM Edgewood Creek, LLC, a Texas limited liability company and their successors and assigns, including any Affiliate of the Developer.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of January 1, 2021 executed and delivered by the Developer, the Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as dissemination agent.

"Disclosure Representative" shall mean the Finance Director, City Manager or Assistant City Manager of the Issuer, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Edgewood Creek Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Filing Due Date" is April 10 of each calendar year beginning in April 10, 2022.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the calendar year from October 1 through September 30.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Outstanding" shall mean, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under the Indenture except (i) any Bond that has

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in the Indenture, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the Indenture.

"Owner" shall mean the beneficial owner of any Bonds.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Phases #2-3" shall have the meaning assigned to such term in the Indenture.

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean U.S. Bank, National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2021, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement. The audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and may be submitted later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date. If, however, the audited financial statements are not complete by the deadline specified in Section 4(a), then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Filing Due Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer, but in no case later than the Filing Due Date.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file, the following:

(a) Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Phases #2-3 of the District from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Phases #2-3 of the District.

(v) The aggregate taxable assessed valuation for parcels or lots within Phases #2-3 of the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within Phases #2-3 of the District, such SAP Update shall include the following:

(A) the number of new homes completed in Phases #2-3 of the District during such Fiscal Year; and

(B) the aggregate number of new homes completed within Phases #2-3 of the District since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2021.

(vii) Listing of any property or property owners in Phases #2-3 of the District representing more than five percent (5%) of the levy of the Assessments, the amount of the levy of the Assessments against such landowners, and the percentage of such of the Assessments relative to the entire levy of the Assessments, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Assessments within Phases #2-3 of the District for the past five Fiscal Years, in the following format:

Collection and Delinquency History of Phases #2-3 Major Improvement Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$			—	—		$

[(1)] Collected as of _____, 20__. Includes $_____ attributable to Prepayments.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) which are currently subject to foreclosure proceedings which have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Phases #2-3 of the District if the assessed property represents more than one percent (1%) of the total amount of Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within the time period specified.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

(c) Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14 or 15 of

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) In addition to the Listed Events above, the Issuer shall provide to the Dissemination Agent filing with the MSRB period reporting on delinquencies and collection activities related to delinquent Assessments and foreclosure activities in Phases #2-3 of the District as provided in Exhibit C hereto.

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which materially adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Phases #2-3 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Phases #2-3 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. Subject to the provisions of Section 5(d) hereof, the basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Phases #2-3 of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Anti-Boycott Verification. The Dissemination Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 20. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent represents that neither the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable state or federal law and excludes the Dissemination Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any state or federal sanctions regime relating to a foreign terrorist organization. The Dissemination

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

CITY OF CELINA, TEXAS

By: _____
City Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
A Division Of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

MUNICAP, INC.
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Celina, Texas (the "Issuer"), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated January 1, 2021, between the Issuer, MuniCap, Inc., as "Administrator" and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as "Dissemination Agent." The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP NOs.]

ITEMS REQUIRED BY SECTIONS 4(a)(i)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii)
[Insert a line item]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE PHASES #2-3 MAJOR ASSESSMENTS FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquency History of Phases #2-3 Major Improvement Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$			—	—		$

[(1)] Collected as of _____ __, 20__. Includes $_____ attributable to Prepayments.

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021, (EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)

[Insert a line item for each applicable listing]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Annual Installments of Assessments are due.
February 1	1	Annual Installments of Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. **If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified in writing.** Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Annual Installments of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure.** **If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue**

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures are subject to adjustment by the Issuer.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

		Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
March 1	28/29	Trustee pays bond interest payments to bondholders. Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate. Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Reserve Fund for debt service. **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.**
July 1	150/151	Issuer determines whether or not any Annual Installments of Assessments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments of Assessments. **Issuer and/or Administrator to notify Dissemination Agent of any delinquencies to be included in the Annual Report.** **If any property owner with ownership of property responsible for more than $10,000 of the Annual Installments of Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Assessments.** **Preliminary Foreclosure activity commences, and Issuer to notify Trustee and Dissemination Agent of the commencement of preliminary foreclosure activity.**

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

		If Trustee has not received Foreclosure Schedule and Plan of Collections, Trustee to request same from the Issuer. If the Issuer has not provided the Trustee with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders to begin foreclosure under Section 7.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection.
August 15	195/196	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination through the MSRB. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122). **Foreclosure action to be filed with the court.** **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing.** Dissemination Agent notifies bondholders. If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five (25%) of the Owners may request a meeting with the Mayor, City Manager, or other responsible official of the City to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%) Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of January 12, 2021, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **MM EDGEWOOD CREEK, LLC**, a Texas limited liability company, (the "Developer").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Authorized Improvements actually paid or incurred for construction and installation of the Authorized Improvements.

"Administrator" means, initially, MuniCap Inc., or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

"Authorized Improvements" means the improvements authorized by the Act, which (1) will benefit all property assessed within Phases #2-3 of the District, as set forth in the Service and Assessment Plan, (2) are defined as "Phases #2-3 Major Improvements" in the Service and Assessment Plan, and (3) are more particularly described in Section III of the Service and Assessment Plan. An individual Authorized Improvement, including a completed segment or part, shall be referred to as an Authorized Improvement.

"Bond Ordinance" means the ordinance adopted by the City Council on January 12, 2021 authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Authorized Improvements as shown in Section III of the Service and Assessment Plan.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

"Certification for Payment" means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator and the City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided no more frequently than once per each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Authorized Improvements under the Indenture.

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"City Manager" means the City Manager of the City, or its designee.

"City Representative" means the City Manager, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit A** hereto or otherwise mutually agreed to by the Developer, Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of an Authorized Improvement. "Construction Contract" means any one of the Construction Contracts.

"Cost" means the Budgeted Costs or the cost of an Authorized Improvement as reflected in a Construction Contract, if greater than the Budgeted Costs.

"Cost of Issuance Account of the Project Fund" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Authorized Improvement, the Actual Cost, as appropriate, of such Authorized Improvement in excess of the Budgeted Cost.

"Development Agreement" means that certain Edgewood Creek Development Agreement executed by and between the City and Centurion American Acquisitions, LLC, effective October 8, 2020 and recorded on June 30, 2020 as document 202092965 in the deed records of Denton County, Texas, as may be amended, and as assigned to the Developer pursuant to that certain Assignment of Edgewood Creek Development Agreement, effective as of October 8, 2020.

"District" shall mean the Edgewood Creek Public Improvement District created May 12, 2020.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

"Final Completion" means completion of an Authorized Improvement in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

"Indenture" means that certain Indenture of Trust between the City and U.S. Bank National Association, as trustee, dated as of January 1, 2021 relating to the Bonds.

"**Mustang SUD**" means Mustang Special Utility District.

"Mustang SUD Inspector" means an individual employed by or an agent of Mustang SUD whose job is, in part or in whole, to inspect infrastructure to be owned by Mustang SUD for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"Phases #2-3" shall have the meaning set forth in the Service and Assessment Plan.

"Phases #2-3 Major Improvement Account of the Project Fund" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Plans" means the plans, specifications, schedules and related construction contracts for the Authorized Improvements, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City or Mustang SUD, as applicable, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Service and Assessment Plan" means the Edgewood Creek Public Improvement District Service and Assessment Plan adopted by a City ordinance on January 12, 2021 by the City Council, prepared pursuant to the Act.

"Substantial Completion" means the time at which the construction of an Authorized Improvement (or specified segment, section or part thereof) has progressed to the point where such Authorized Improvement (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Authorized Improvement (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

"Supplement" means a written document agreed upon by the parties to this Agreement amending, supplementing or otherwise modifying this Agreement and any exhibit hereto.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

ARTICLE II
RECITALS

Section 2.01. The District and the Authorized Improvements.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Authorized Improvements.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance all or a portion of the Authorized Improvements in accordance with the terms and limitations of the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) All Authorized Improvements are eligible to be financed with proceeds of the Bonds to the extent specified herein.

(d) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

(e) The Developer will undertake, oversee, or ensure the construction and development of the Authorized Improvements for acquisition and acceptance by the City or Mustang SUD, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed with the proceeds of the Bonds are the Authorized Improvements. The payment of costs from the proceeds of the Bonds for such Authorized Improvements shall be made from the Phases #2-3 Major Improvement Account of the Project Fund established under the Indenture.

(c) The City's obligation with respect to the payment of the Authorized Improvements shall be limited to the Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such costs as provided herein and in the Indenture. The Developer agrees and

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

acknowledges that it is responsible for all Cost Overruns and all expenses related to the Authorized Improvements, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Authorized Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Authorized Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

Section 3.02 Accounts. All disbursements from the Phases #2-3 Major Improvement Account of the Project Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV
CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City or Mustang SUD, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Authorized Improvement and, upon completion, inspection, and acceptance, shall convey each such Authorized Improvement to the City or Mustang SUD, where applicable, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

approval to which the Developer or any land within the District is subject, with respect to the Authorized Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City or Mustang SUD with respect to the Authorized Improvements.

Section 4.04. Remaining Funds After Completion of an Authorized Improvement. Upon the Final Completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Authorized Improvement. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such monies to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Authorized Improvements. The Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of an Authorized Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Cost of Issuance Account of the Project Fund and/or from the Phases #2-3 Major Improvement Account of the Project Fund at closing of the Bonds related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for an Authorized Improvement from the Phases #2-3 Major Improvement Account of the Project Fund, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Cost of Issuance Account of the Project Fund or the Phases #2-3 Major Improvement Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for an Authorized Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Authorized Improvement until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector (for a City owned Authorized Improvement) shall conduct a review in order to confirm that such request is complete, that the work with respect to such Authorized Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conduct each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator

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for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for the Authorized Improvements.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the Phases #2-3 Major Improvement Account of the Project Fund as designated in the Certification for Payment pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Authorized Improvement (or its completed segment), unless a Cost Overrun amount has been approved for a particular Authorized Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Authorized Improvement identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Authorized Improvement has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the Trustee shall make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for

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Payment, the Trustee will make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Authorized Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Authorized Improvements is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or the City may decline to accept the Authorized Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF THE AUTHORIZED IMPROVEMENTS

Section 6.01. Authorized Improvements to be Owned by the City or Mustang SUD– Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to an Authorized Improvement to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) calendar days prior to the transfer of title of an Authorized Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Authorized Improvements Constructed on City Land or Developer Land. If the Authorized Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement. If the Authorized Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Authorized Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City or Mustang SUD title to property and/or easements related to the Authorized Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvement otherwise provided herein shall apply.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer consists of one limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Authorized Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Authorized Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any improvements that are not part of the Authorized Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Authorized Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Authorized Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Authorized Improvements have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Development Agreement. Developer shall provide as-built plans for all Authorized Improvements to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of Authorized Improvements within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Authorized Improvements) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

"INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE AUTHORIZED IMPROVEMENTS: (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; 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 AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR 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 OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Authorized Improvements, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Authorized Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Authorized Improvement hereunder, except as otherwise may be provided in such written consent.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Authorized Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Authorized Improvement only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Authorized Improvements, provided that the Developer shall receive payment of the Actual Costs of any Authorized Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Authorized Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer. The City shall have no obligation to perform any work related to an Authorized Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

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Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Section 8.04. Construction of the Authorized Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Authorized Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the monies, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. 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 email or facsimile transmission (which shall be immediately

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

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, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayedi MM Edgewood Creek, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Robert Miklos Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

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.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for an Authorized Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Authorized Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. Except as otherwise provided in Section 9.05, upon agreement by the parties, this Agreement may be amended, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or upon redemption or defeasance of the Bonds issued under the Indenture. If the Developer defaults under this Agreement or the Development Agreement, this Agreement and the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Execution pages follow.]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of _____, 2021.

CITY OF CELINA, TEXAS

By: _____
Name: Chad Anderson
Title: Mayor Pro Tem

ATTEST:

_____
Name: Vicki Tarrant
Title: City Secretary

(City Seal)

APPROVED AS TO FORM

_____
Julie Fort, Attorney for the City

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

DEVELOPER:

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MM Edgewood Creek, LLC, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Phases #2-3 Major Improvement Account of the Project Fund] (as defined in the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement) from U.S. Bank National Association, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Edgewood Creek Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

I hereby declare that the above representations and warranties are true and correct.

MM EDGEWOOD CREEK, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Cost of Issuance Account of the Project Fund and/or the Phases #2-3 Major Improvement Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Authorized Improvement.

CITY OF CELINA, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Exhibit B

CERTIFICATION FOR PAYMENT FORM – PHASES #2-3 MAJOR IMPROVEMENTS

The undersigned is a lawfully authorized representative for MM Edgewood Creek, LLC, (the "Developer") and requests payment from the Phases #2-3 Major Improvement Account of the Project Fund from U.S. Bank National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Phases #2-3 Major Improvements related to the Edgewood Creek Public Improvement District:

[insert specific Phases #2-3 Major Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Celina and the Trustee dated as of January 1, 2021 relating to the "CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT PHASES #2-3 MAJOR IMPROVEMENT PROJECT)" (the "Indenture").

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Phases #2-3 Major Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Phases #2-3 Major Improvements below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Phases #2-3 Major Improvement(s) identified below, and such costs (i) are in compliance with the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding and Acquisition Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding and Acquisition Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

6. The work with respect to the Phases #2-3 Major Improvements identified below (or its completed segment, portion or segment) has been completed and the City or Mustang Special Utility District, as applicable, has inspected the Phases #2-3 Major Improvements.

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Phases #2-3 Major Improvements	**Total Cost of Phases #2-3 Major Improvements**	**Budgeted Cost of Phases #2-3 Major Improvements**	**Amount to be paid from the Project Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Phases #2-3 Major Improvements Improvement (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

MM EDGEWOOD CREEK, LLC

By:_____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Phases #2-3 Major Improvement Account of the Project Fund. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Edgewood Creek Public Improvement District Phases #2-3 Major Improvements Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Phases #2-3 Major Improvements.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXHIBIT E

LANDOWNER AGREEMENT

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement") is entered into as of January 12, 2021, between the City of Celina, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and MM Edgewood Creek, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is located within the Edgewood Creek Public Improvement District (the "District") in the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Phases #2-3 Major Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each parcel of Assessed Property in Phases #2-3 of the District (as identified in the Service and Assessment Plan**)** that will be used to reimburse the Landowner for the costs of constructing the Phases #2-3 Major Improvements or pledged as the security for the payment of bonds or other obligations (the "Bonds") to be issued for the purpose of paying the costs of constructing the Phases #2-3 Major Improvements that will benefit the Phases #2-3 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes**,** include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, all as shown on **Exhibit I,** and the location and development of the Phases #2-3 Major Improvements on the Landowner Parcel and on the property within Phases #2-3 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within Phases #2-3 of the District, as shown on the assessment roll attached as Appendix E to the Service and Assessment Plan (the "Phases #2-3 Major Improvement Assessment Roll");

(ii) the Phases #2-3 Major Improvements specially benefit Phases #2-3 of the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within Phases #2-3 of the District, as such Assessment is shown on the Phases #2-3 Major Improvement Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

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(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Phases #2-3 Major Improvement Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the PID to a party not subject to Assessments.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party

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who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II.
OWNERSHIP AND CONSTRUCTION OF PHASES #2-3 MAJOR IMPROVEMENTS

A. Ownership and Transfer of Phases #2-3 Major Improvements. Landowner acknowledges that all of the Phases #2-3 Major Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City and/or Mustang Special Utility District, as applicable, once accepted by and conveyed to the City and/or Mustang Special Utility District, as applicable, following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Phases #2-3 Major Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Phases #2-3 Major Improvements on the property within Phases #2-3 of the District, to stage on the property within Phases #2-3 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Phases #2-3 Major Improvements and for passage and use over and across parts of the property within Phases #2-3 of the District as shall be reasonably necessary during the construction of the Phases #2-3 Major Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Phases #2-3 Major Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phases #2-3 Major Improvements is complete; provided, however, any such license or easement shall

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automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the Phases #2-3 Major Improvements on those portions of the property within Phases #2-3 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

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(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Phases #2-3 Major Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phases #2-3 Major Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Landowner:	Attn: Mehrdad Moayedi MM Edgewood Creek, LLC 1800 Valley View Lane Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Robert Miklos Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Phases #2-3 Major Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. The Landowner hereby verifies that the Landowner and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize,

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inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. The Landowner hereby represents that neither the Landowner nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

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

Date: _____

CITY OF CELINA, TEXAS

By: _____
Chad Anderson, Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021 by Chad Anderson, the Mayor Pro-Tem of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

LANDOWNER

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Edgewood Creek, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Phases #2-3 (acres):

DESCRIPTION – 183.394 ACRES

BEING that certain tract of land situated in the William S. Ray Survey, Abstract No. 1105, the Aaron Ray Survey, Abstract No. 1106, the Daniel Ray Survey, Abstract No. 1107, and the John Ray Survey, Abstract No. 1104, in Denton County, Texas, and being part of that certain called 398.498 acre tract of land described in deed to Yousef Saadi recorded in Volume 2414, Page 572, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch capped iron rod found located on the north right-of-way line of Farm-to-Market Road No. 428 (variable width R.O.W.), from which the called south end of a corner clip located at the intersection of said north right-of-way line of Farm-to-Market Road No. 428, and the east right-of-way line of Farm-to-Market Road No. 1385 (variable width R.O.W.), bears North 88º24'59" West, a distance of 859.70 feet;

THENCE over and across said Yousef Saadi tract, the following courses to points for corner:

North 00º40'07" West, a distance of 1952.53 feet;

North 44º26'55" East, a distance of 654.96 feet;

North 68º15'20" East, a distance of 657.88 feet;

North 18º39'12" East, a distance of 440.29 feet;

North 31º14'30" East, a distance of 299.66 feet;

North 45º47'05" East, a distance of 267.60 feet;

North 67º49'28" East, a distance of 278.25 feet;

North 00º50'00" East, a distance of 152.19 feet;

North 22º46'48" West, a distance of 128.29 feet;

And North 31º22'31" West, a distance of 577.70 feet, said point being located on the north line of said Yousef Saadi tract, and the south line of that certain tract of land described in deed to Shiney Hiney Partners I recorded in Volume 3435, Page 478, RPRDCT, from which the called northwest corner of said Yousef Saadi tract bears North 89º53'49" West, a distance of 2259.25 feet;

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

THENCE North 89º53'49" East, with said north line of the Yousef Saadi tract, and the south line of the Shiney Hiney Partners I tract, a distance of 2486.72 feet to a 5/8 inch iron rod found for corner;

THENCE South 00º27'07" West, with the east line of said Yousef Saadi tract, and a west line of the Shiney Hiney Partners I tract, a distance of 1802.78 feet to a 3/4 inch iron rod found for corner, said iron rod being located on the northwest right-of-way line of said Farm-to-Market Road No. 428;

THENCE South 47º50'53" West, with said northwest right-of-way line of Farm-to-Market Road No. 428, a distance of 2328.57 feet to a point for corner;

THENCE South 44º58'53" West, continuing with said northwest right-of-way line of Farm-to-Market Road No. 428, a distance of 100.10 feet to a point for corner;

THENCE South 47º53'03" West, continuing with said northwest right-of-way line of Farm-to-Market Road No. 428, a distance of 898.69 feet to a wood monument found for corner;

THENCE South 50º11'22" West, continuing with said northwest right-of-way line of Farm-to-Market Road No. 428, a distance of 133.71 feet to a 1/2 inch iron rod found for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing with said northwest right-of-way line of Farm-to-Market Road No. 428, and said curve having a central angle of 37º16'03", a radius of 1095.92 feet, a chord which bears South 66º28'29" West, a chord distance of 700.33 feet, for an arc distance of 712.83 feet to a point for corner;

THENCE North 89º24'59" West, with said north right-of-way line of Farm-to-Market Road No. 428, a distance of 708.37 feet to the POINT OF BEGINNING, containing a calculated area of 246.506 acres of land.

SAVE AND EXCEPT THE FOLLOWING 63.112 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the John Ray Survey, Abstract No. 1104, the William S. Ray Survey, Abstract No. 1105, the Aaron Ray Survey, Abstract No. 1106, and the Daniel Ray Survey, Abstract No. 1107, in Denton County, Texas, and being part of that certain called 398.498 acre tract of land described in deed to Yousef Saadi recorded in Volume 2414, Page 572, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a point located in the north right-of-way line of Farm-to-Market Road No. 428 (variable width R.O.W.) from which the called south end of a corner clip located at the intersection of said north right-of-way line of Farm-to-Market Road No. 428, and the east right-of-way line of Farm-to-Market Road No. 1385 (variable width R.O.W.) bears North 88º42'19" West, a distance of 1208.43 feet;

THENCE over and across said Yousef Saadi tract, the following courses to points for corner:

North 00º35'01" East, a distance of 460.00 feet;

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North 89º24'59" West, a distance of 30.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

South 89º24'59" East, a distance of 75.00 feet;

North 00º35'01" East, a distance of 115.00 feet;

South 89º24'59" East, a distance of 500.00 feet;

North 00º35'01" East, a distance of 115.00 feet;

North 89º24'59" West, a distance of 70.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

South 89º24'59" East, a distance of 20.00 feet;

North 45º35'01" East, a distance of 14.14 feet;

North 00º35'01" East, a distance of 210.00 feet;

North 44º24'59" West, a distance of 14.14 feet;

North 89º24'59" West, a distance of 20.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

South 89º24'59" East, a distance of 20.00 feet;

North 45º35'01" East, a distance of 14.14 feet;

North 00º35'01" East, a distance of 210.00 feet;

North 44º24'59" West, a distance of 14.14 feet;

North 89º24'59" West, a distance of 20.00 feet;

North 00º35'01" East, a distance of 50.00 feet;

South 89º24'59" East, a distance of 35.30 feet, same being the beginning of a tangent curve to the right;

Southeasterly, with said curve having a central angle of 01º18'23", a radius of 1395.00 feet, a chord which bears South 88º45'47" East, a chord distance of 31.81 feet, for an arc distance of 31.81 feet to a point for corner;

North 01º53'25" East, a distance of 115.00 feet;

South 86º52'23" East, a distance of 65.18 feet;

South 84º23'58" East, a distance of 65.19 feet;

South 81º55'33" East, a distance of 65.19 feet;

South 79º25'04" East, a distance of 67.00 feet;

North 12º48'08" East, a distance of 30.00 feet;

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South 77º11'52" East, a distance of 50.00 feet;

South 12º48'08" West, a distance of 30.00 feet;

South 74º58'40" East, a distance of 67.00 feet;

South 72º31'55" East, a distance of 61.91 feet;

South 70º10'57" East, a distance of 61.91 feet;

South 67º49'58" East, a distance of 61.93 feet;

South 65º28'59" East, a distance of 61.92 feet;

South 63º02'13" East, a distance of 62.00 feet;

North 29º10'58" East, a distance of 6.96 feet, same being the beginning of a tangent curve to the right;

Northeasterly, with said curve having a central angle of 01º50'31", a radius of 780.00 feet, a chord which bears North 30º06'14" East, a chord distance of 25.07 feet, for an arc distance of 25.07 feet to a point for corner;

South 58º58'31" East, a distance of 60.00 feet, same being the beginning of a non-tangent curve to the left;

Southwesterly, with said curve having a central angle of 01º50'31", a radius of 720.00 feet, a chord which bears South 30º06'14" West, a chord distance of 23.14 feet, for an arc distance of 23.15 feet to a point for corner;

South 29º10'58" West, a distance of 6.86 feet;

South 58º30'08" East, a distance of 62.00 feet;

South 56º09'34" East, a distance of 61.48 feet;

South 53º49'36" East, a distance of 61.48 feet;

South 51º29'37" East, a distance of 61.48 feet;

South 49º09'39" East, a distance of 61.48 feet;

South 46º49'40" East, a distance of 61.48 feet;

South 59º53'40" East, a distance of 9.23 feet;

North 47º50'53" East, a distance of 230.00 feet;

South 42º09'07" East, a distance of 115.00 feet;

North 47º50'53" East, a distance of 123.83 feet, same being the beginning of a tangent curve to the right;

Southeasterly, with said curve having a central angle of 90º00'00", a radius of 85.00 feet, a chord which bears South 87º09'08" East, a chord distance of 120.21 feet, for an arc distance of 133.52 feet to a point for corner;

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And South 42º09'07" East, a distance of 135.00 feet for corner, said point being located on the north northwest right-of-way line of said Farm-to-Market Road No. 428;

THENCE with said north northwest right-of-way line of Farm-to-Market Road No. 428, the following courses:

South 47º50'53" West, a distance of 946.32 feet;

South 44º58'53" West, a distance of 100.10 feet;

South 47º53'03" West, a distance of 898.69 feet to a wood monument found for corner;

South 50º11'22" West, a distance of 133.71 feet to a 1/2 inch iron rod found for corner, said iron rod being the beginning of a non-tangent curve to the right;

Southwesterly, with said curve having a central angle of 37º16'03", a radius of 1095.92 feet, a chord which bears South 66º28'29" West, a chord distance of 700.33 feet, for an arc distance of 712.83 feet;

And North 89º24'59" West, a distance of 359.65 feet to the POINT OF BEGINNING, containing a calculated area of 63.112 acres of land.

LEAVING A NET AREA OF 183.394 ACRES OF LAND.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of January 12, 2021 by MM Edgewood Creek, LLC a Texas limited liability company (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").

B. The City Council of the City of Celina (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Edgewood Creek Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Phases #2-3 Major Improvement Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Phases #2-3 Major Improvement Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in Phases #2-3 of the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Phases #2-3 Major Improvement Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phases #2-3 of the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Phases #2-3 Major Improvement Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, 142 N. Ohio, Celina, Texas 75009.
Your failure to pay the assessment or the annual installments could result in a lien on and the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Edgewood Creek, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Phases #2-3 Major Improvement Assessment Ordinance and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phases #2-3 Major Improvement Assessment Roll for such Assessed Parcel (or if the Phases #2-3 Major Improvement Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Attachment: Draft Bond Ordinance (final pre-pricing) (Edgewood Creek PID Phases #2-3 Bond Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: 20-05 Annexation Petition Verification

Action Requested:
Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 700 acres, in the extraterritorial jurisdiction; generally located west of Farm to Market Road 2478, south of Marilee Road, north of Clear Creek Parkway, and east of County Road 6, as described below. (20-05 Annexation Petition Verification) (Tarrant)

1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,
8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County,

Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,

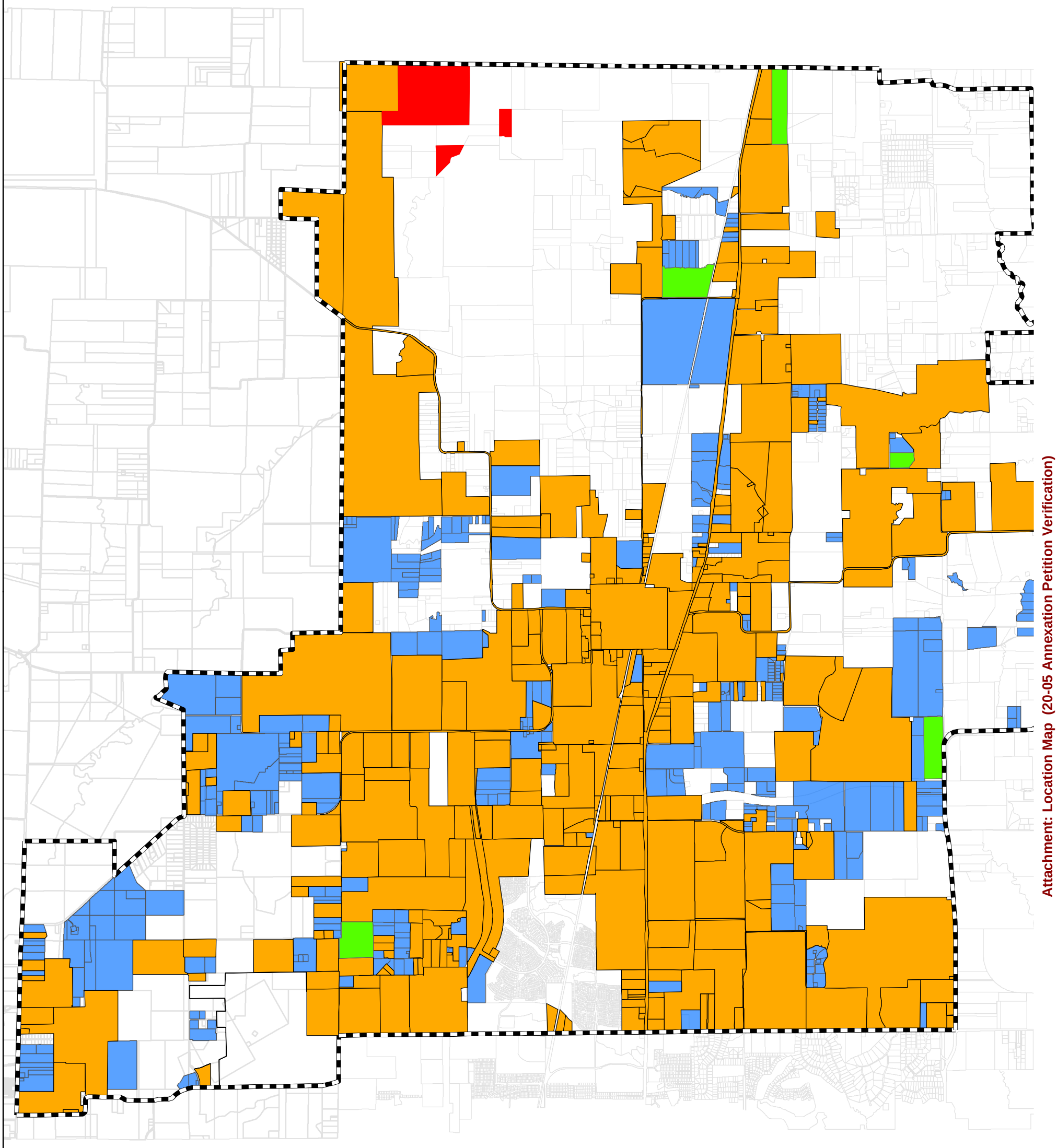
10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,
12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,
19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

Background Information:
Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- C-4 Annexation Application
- Petition Verification Table

Staff Recommendation:
NA



Potential Annexations
City of Celina

Date: 6/23/2020

Life Connected.

Legend

- Ultimate Boundary
- Potential Annexations
- Development Agreement

N
W E
S

0 4,450 8,900 Feet

Attachment: Location Map (20-05 Annexation Petition Verification)

C-4 VOLUNTARY ANNEXATION PETITION OF THE CITY OF CELINA, TEXAS:

The City of Celina has adopted a Resolution of Intent to annex the area described below, provided notice and conducted a public hearing as required by Texas Local Government Code Sections 43.0682, 43.0683 and 43.0684. The City of Celina is now seeking to gather signatures of more than 50% of the registered voters of the area OR, if the registered voters of the area do not own more than 50% of the land in the area, the owners having an ownership interest greater than 50% of the hereinafter described tract(s) or parcel(s) of land (collectively, the "Area").

ONLY IF YOU CONSENT TO THE ANNEXATION OF YOUR PROPERTY AND/OR THE PROPERTY UPON WHICH YOU RESIDE AS A REGISTERED VOTER, execute a signature page below that indicates (A) whether you are an owner of property in the Area, (B) a registered voter in the Area, or (C) both. If the number of signatures required by state law are received, annexation will extend the present city limits over the Area, containing approximately 700 acres of land, described as follows:

1) **Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,**
2) **Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,**
3) **Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,**
4) **Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,**
5) **Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,**
6) **Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,**
7) **Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,**
8) **Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally**

Attachment: C-4 Annexation Application (20-05 Annexation Petition Verification)

located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,

9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,
12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,
19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

I desire to enter into a written agreement for municipal services to my property with the City of Celina pursuant to Section 43.0672 of the Local Government Code. If any portion of my

Attachment: C-4 Annexation Application (20-05 Annexation Petition Verification)

property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code, declined said development agreement and voluntarily executed this petition.

I further certify and attest that I have the authority to petition for annexation for the portion of the Area that I own or where I am a registered voter, or both.

Attachment: C-4 Annexation Application (20-05 Annexation Petition Verification)

OWNER:

GSR Collin County LP (General Partner)
Maruthi Investments, LLC (Manager)
NSH Collin County Investment, LLC (Member)
FSA & S Collin County, LLC (Member)
Custer Ranch LP (General Partner)

Signature: _____
Print Name: Barry Sangani, General Partner; Manager; Member
Number of acres owned: 275.001 Acres

OWNER:

Feizy Land Investment, LLC

By: Feizy Properties, Ltd., Member of Feizy Land Investment, LLC

By: Feizy Management, LLC, General Partner of Feizy Properties, Ltd.

_____
By: John Feizy, Sole Member of Feizy Management, LLC
Number of Acres Owned: 76.794 Acres

NOTARY ACKNOWLEDGEMENT(S)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

see attached OB

BEFORE ME, the undersigned authority, on this day personally appeared **Barry Sangani**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this _____ day of ___, 2020.

(SEAL)

_____
NOTARY PUBLIC in and for the
STATE OF TEXAS

_____

Attachment: C-4 Annexation Application (20-05 Annexation Petition Verification)

Clear/Reset

WELLS FARGO

All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On 09/16/2020 before me, Catherine Zhao, notary Public (here insert name and title of the officer),

personally appeared Barry Sangani

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

CATHERINE ZHAO
COMM. #2231933
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires 08/23/2022

Notary Seal

WITNESS my hand and official seal.

Signature Notary Public

For Bank Purposes Only

Description of Attached Document

Type or Title of Document C-4 Voluntary Annexation Petition of the city of celina, Tex

Document Date 09/16/2020 Number of Pages 5

Signer(s) Other Than Named Above N/A

Account Number (if applicable) N/A

FO01-000DSG5350CA-01

DSG5350CA/595577 (Rev 03 - 05/20)

Attachment: C-4 Annexation Application (20-05 Annexation Petition Verification)

Prop ID	Owner	Address	City	State	Zip	Acres
2120501	GSR COLLIN COUNTY LP	4541 LANCELOT DR	PLANO	TX	75024-4718	23.874
2663798	MARUTH INVESTMENTS LLC	104 DEERFIELD CT	COPPELL	TX	75019-2906	15.8
1497749	MARUTH INVESTMENTS LLC	104 DEERFIELD CT	COPPELL	TX	75019-2906	15.8
1497758	MARUTH INVESTMENTS LLC	104 DEERFIELD CT	COPPELL	TX	75019-2906	15.799
1497767	NSH COLLIN COUNTY INVESTMENT LLC	4541 LANCELOT DR	PLANO	TX	75024-4718	15.799
2758470	NSH COLLIN COUNTY INVESTMENT LLC	4541 LANCELOT DR	PLANO	TX	75024-4718	15.8
1497785	NSH COLLIN COUNTY INVESTMENT LLC	4541 LANCELOT DR	PLANO	TX	75024-4718	17.232
963443	FEIZY LAND INVESTMENT LLC	13800 DIPLOMAT DR	DALLAS	TX	75234-8812	25.5414
2120832	FEIZY LAND INVESTMENT LLC	13800 DIPLOMAT DR	DALLAS	TX	75234-8812	25.74
963452	FEIZY LAND INVESTMENT LLC	13800 DIPLOMAT DR	DALLAS	TX	75234-8812	25.54
2718652	FSA & S COLLIN COUNTY LLC	4541 LANCELOT DR	PLANO	TX	75024-4718	11.8772
2718653	FSA & S COLLIN COUNTY LLC	4541 LANCELOT DR	PLANO	TX	75024-4718	18.7841
2718698	FSA & S COLLIN COUNTY LLC	4541 LANCELOT DR	PLANO	TX	75024-4718	44.2757
998727	CUSTER RANCH LP	4541 LANCELOT DR	PLANO	TX	75024-4718	63.463
1013575	CUSTER RANCH LP	4541 LANCELOT DR	PLANO	TX	75024-4718	4.5
1014280	CUSTER RANCH LP	4541 LANCELOT DR	PLANO	TX	75024-4718	12
Total Signed						**351.8254**
985679	LAWLER JODY FURLONG	PO BOX 369	FRISCO	TX	75034-0007	19.8
991029	LAWLER JODY FURLONG	PO BOX 369	FRISCO	TX	75034-0007	30.95
2725112	LAWLER JODY FURLONG	PO BOX 369	FRISCO	TX	75034-0007	297.05
Total Unsigned						**347.8**
					Total Acreage	**699.6254**

This C-4 annexation is for a total of 699.625 acres

The sixteen properties which have signed represent 351.825 acres

351.825 acres out of the total acreage of 699.625 represents approximately 50.2% of signatures

This is more than 50% of ownership interest, which satisifies the C-4 voluntary annexation petition process

Attachment: Petition Verification Table (20-05 Annexation Petition Verification)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: January 12, 2021
Re: 20-05 Annexation Petition Verification Resolution

Action Requested:
Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 700 acres, in the extraterritorial jurisdiction; generally located west of Farm to Market Road 2478, south of Marilee Road, north of Clear Creek Parkway, and east of County Road 6, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-05 Annexation Petition Verification Resolution) (Mohan)

1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
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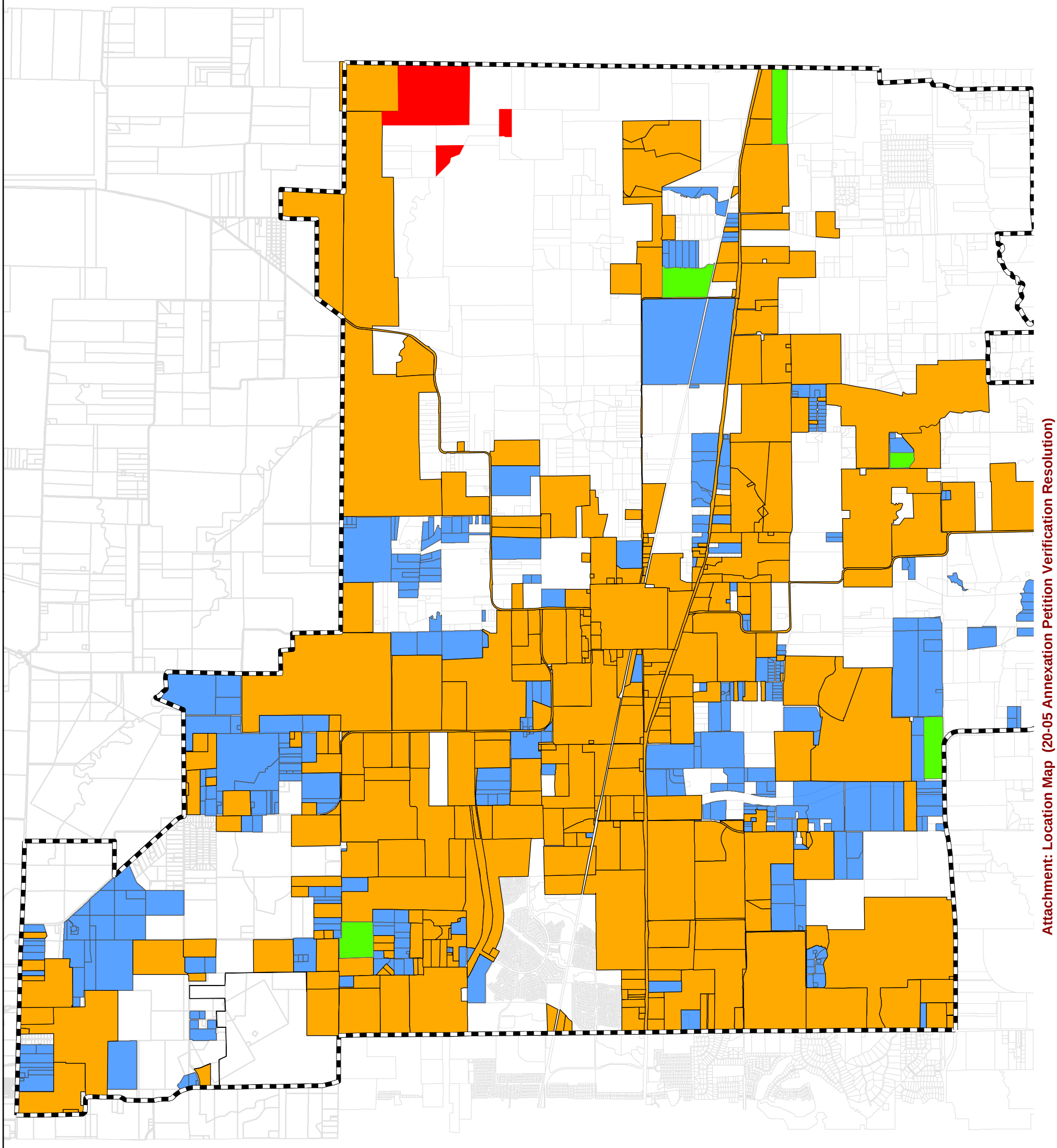
9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
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12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
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17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,
19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

Background Information:
Please refer to the attachment for additional information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Resolution

Staff Recommendation:
Staff Recommends approval as presented.



Potential Annexations
City of Celina

Date: 6/23/2020

Life Connected.

Legend

- Ultimate Boundary
- Potential Annexations
- Development Agreement

N
W E
S

0 4,450 8,900 Feet

Attachment: Location Map (20-05 Annexation Petition Verification Resolution)

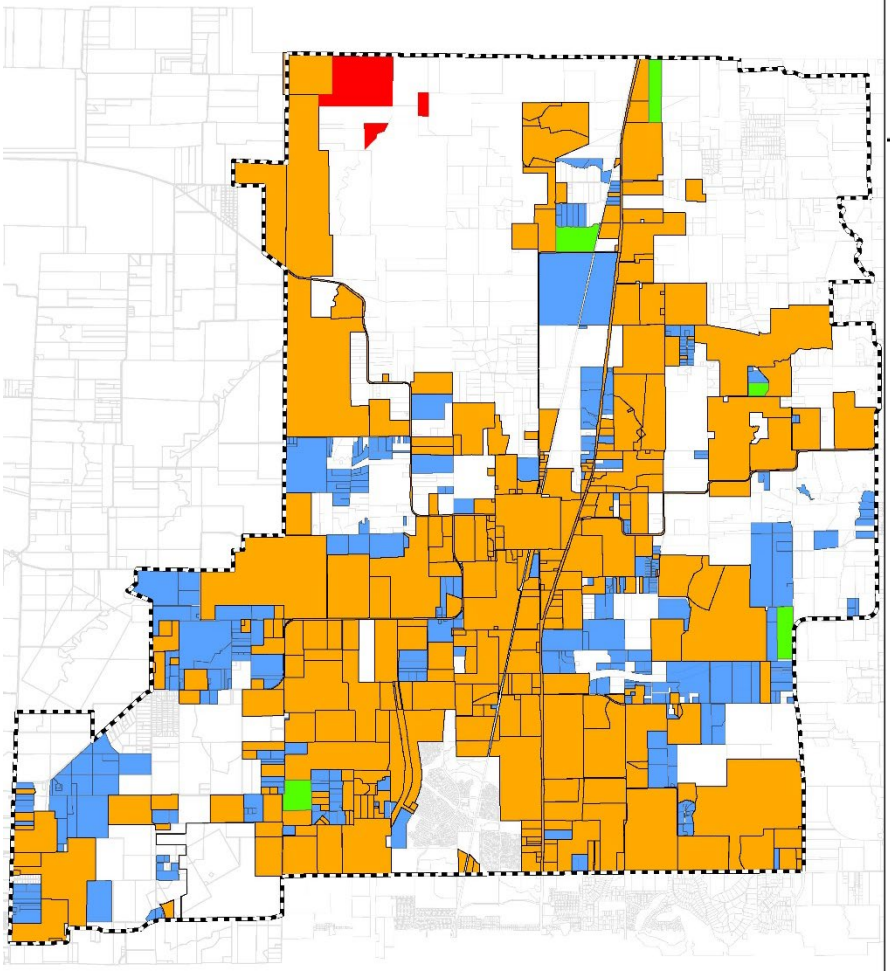
Annexation 20-05

Petition Verification

City Council

January 12, 2021

Attachment: Staff Presentation (20-05 Annexation Petition Verification Resolution)



Annexation Map

Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations

Attachment: Staff Presentation (20-05 Annexation Petition Verification Resolution)

Annexation Timeline

- ~~July 14, 2020 – Annexation Resolution~~
- ~~August 11, 2020 – 1st Public Hearing~~
- January 12, 2021 – Petition Verification
- February 9, 2021 – 2nd Public Hearing
- March 9, 2021 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (20-05 Annexation Petition Verification Resolution)

Recommendation

- Staff recommends approval

Attachment: Staff Presentation (20-05 Annexation Petition Verification Resolution)

CITY OF CELINA, TEXAS

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ACCEPTING THE CITY SECRETARY'S VERIFICATION OF THE SIGNATURES TO THE PETITION FOR ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±700 ACRES GENERALLY LOCATED WEST OF FM 2478, SOUTH OF MARILEE ROAD, NORTH OF CLEAR CREEK PARKWAY, AND EAST OF COUNTY ROAD 6, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; CALLING TWO PUBLIC HEARINGS REGARDING ANNEXATION AND THE SERVICE PLAN, DIRECTING NOTICES OF PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, legal descriptions of the area proposed to be annexed is attached hereto as Exhibit "A" and the area, and adjacent right-of-way to be annexed, is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word (together the "Area"); and

WHEREAS, the City Council adopted Resolution No. 2020-44R expressing its intent to annex the Area and containing all elements required by Section 43.0682 of the Act (the "Resolution of Intent"); and

WHEREAS, following proper notice, a public hearing was held on August 11, 2020, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution of Intent, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, the Petition period prescribed by Section 43.0685 of the Act has ended and the City Secretary verified to the City Council that the Petition contained the minimum number of signatures required to annex the Area; and

WHEREAS, the City Council directs publication, mailing and distribution of notice(s) for two public hearings, as required by the Act, to consider the annexation of the Area; and

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

WHEREAS, all required statutory notices and procedures related to the Petition in Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the Area to be annexed, which was included with the Resolution of Intent, shall be presented at the public hearings and made available to the public, and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Area to be annexed, as set forth in the Petition, is located within the extraterritorial jurisdiction of the City; and

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

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct, are incorporated herein, are legislative findings of the City Council, and are made a part hereof for all purposes.

SECTION 2
ACCEPTANCE OF PETITION VERIFICATION, CALLING OF PUBLIC HEARINGS AND PROVIDING NOTICES

A. Acceptance of Petition Verification. Prior to the City Council adopting this resolution, the City Secretary, in an open meeting of the City Council, verified that:

i. the Area has a population of less than 200; and
ii. registered voters of the Area proposed to be annexed and described in the Petition do not own more than 50 percent of the land in the Area; and
iii. the Petition was signed by the owners of land in the Area that are not registered voters; and
iv. the Petition clearly stated whether each signer was signing as a registered voter of the Area, an owner of land in the Area, or both; and
v. the Petition was signed by more than 50 percent of the owners of land in the Area; and
vi. the signatures sufficient to verify the Petition were placed on the Petition during the timeframe required by Section 43.0685(b) of the Act.

The City Council hereby accepts and approves the verification, finds and affirms that the statements in this Section 2.A. are true and correct, and adopts the statements in this Section 2.A. as legislative findings of the City Council.

B. Calling of Public Hearings. The City Council hereby calls two public hearings about annexation of the Area, at which members of the public shall be given an opportunity to be heard, at **CELINA COUNCIL CHAMBERS, 112 NORTH COLORADO, CELINA, TEXAS 75009,** on the following dates and times (the second public hearing shall

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

be not earlier than the 10th day after the first public hearing):

i. February 9, 2021 at 5:00 p.m.; and
ii. March 9, 2021 at 5:00 p.m.

The ordinance annexing the Area may be adopted immediately following the second public hearing called above.

C. Notice of Results of Petition and Public Hearings. The City Secretary is hereby authorized and directed to cause notice of the results of the Petition and notice of the two public hearings called by Section 2.B. to be sent to; (i) residents and property owners in the Area, (ii) any school district or public entity providing services to the Area, and (iii) any railroad having right-of-way in the Area, at least 11 days before the date of the first public hearing. In addition, such notice shall be posted on the City's website and published once in a newspaper having general circulation in the City and in the Area at least 11 days before the date of the first public hearing.

SECTION 3
SERVICE PLAN

The proposed Service Plan for the Area, attached hereto as Exhibit "C", shall be presented at the beginning of the public hearings, made publicly available and submitted in accordance with Chapter 43 of the Texas Local Government Code.

SECTION 4
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this resolution, or application thereof to any land, property, person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the City Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A", the City Council would have included all remaining Area having correct calls or descriptions and or would have corrected the call or description to include the entire intended Area in this resolution.

SECTION 5
ENGROSSMENT AND ENROLLMENT

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

SECTION 6
EFFECTIVE DATE

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

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

12th day of January 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 700 acres, generally located in the description below:

1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
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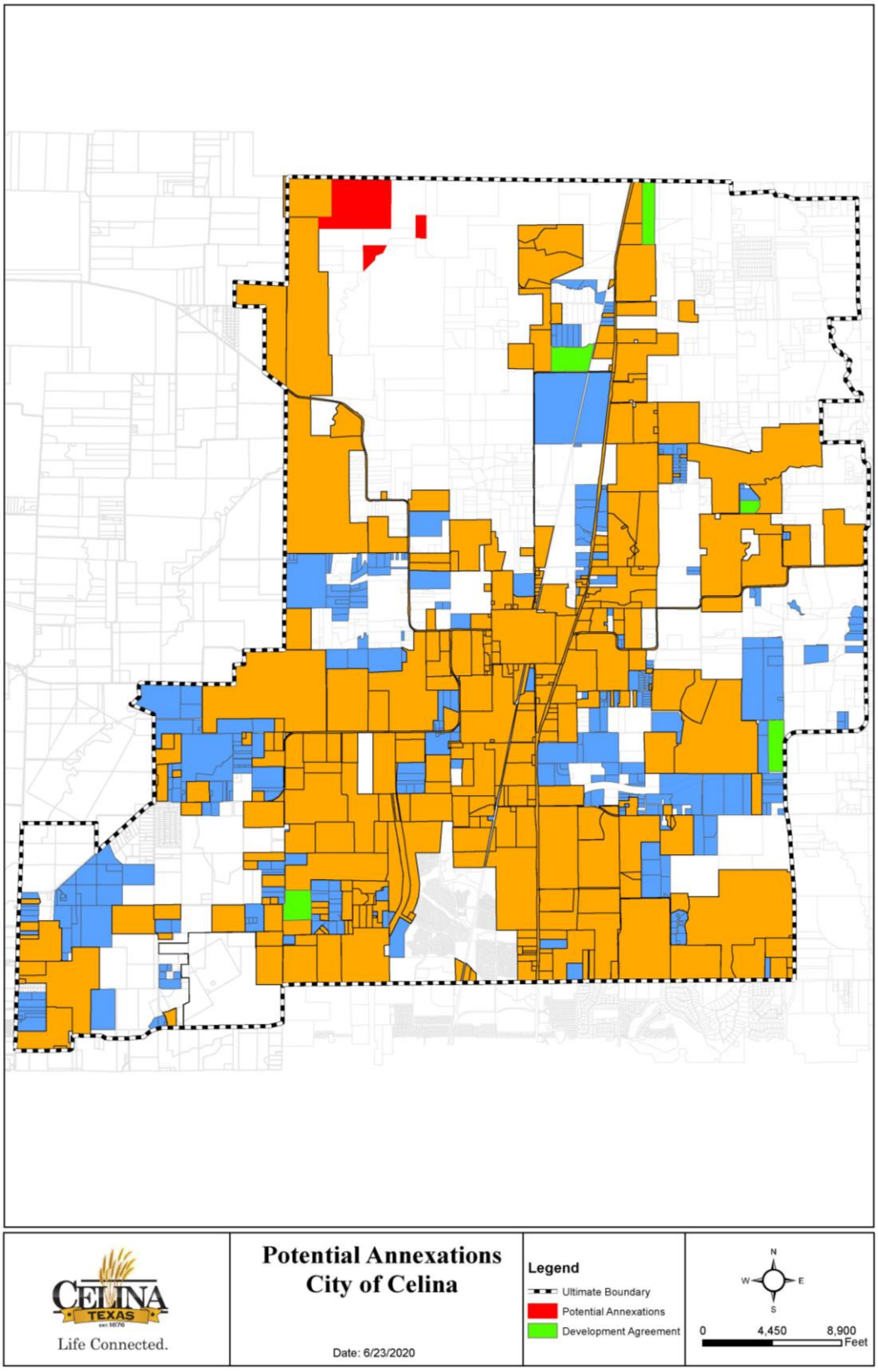
Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

Road,

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Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

Exhibit "B"



Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

Attachment: Draft Resolution (20-05 Annexation Petition Verification Resolution)

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

M) TERM

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

N) AMENDMENTS

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

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