Life Connected.

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

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Introduction of Texas State Representative Matt Shaheen

B. Presentation of Planning Excellence Award (McAfee)

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

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

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

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

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 land acquisition for Oklahoma Lift Station

B. Discussion regarding a Development Agreement with West Preston generally located on the Rasor Tract at the Northwest corner of Preston Road and Marilee Road.

C. Discussion regarding a Development Agreement with Cambridge Companies and Carson Carmer Developer generally located along Choate Parkway east of Kinship Parkway and west of future Custer Road

D. Discussion regarding an amendment to a Development Agreement with North Sky generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction

E. Discussion regarding the acquisition of real property interests for the construction of a lift station and related improvements on the Martinek property generally located south of Ash St, west of S Oklahoma Dr and east of BNSF railroad and approximately 2,400 Linear feet southwest of Ash st and Oklahoma Dr intersection

F. Discussion Regarding Impact Fee Agreement Negotiations

G. Discussion regarding an easement acquisition for Coit Road Water Line

H. Discussion regarding Louisiana ROW and easement acquisitions

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

J. Discussion regarding Legacy Hills ROW & Easement Acquisition

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

Reconvene Into Open Session

L. 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 14, 2021 5:00 PM

B. Consider and act upon a contract by and between the City of Celina and TRC Engineering for the design of the reconstruction of selected roads as part of the City's Annual Street Maintenance Program in the amount of $193,050. (Figueroa)

C. Review and Acceptance of the Quarterly Investment Report for the period ended December 31, 2021 (Bromiley)

D. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 45 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of future Coit Road and future Glendenning Road. (CISD Coit Road Middle School – Annexation Service Agreement) (Lopez)

E. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 65 acres within the Extraterritorial Jurisdiction, generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Annexation Service Agreement) (Lopez)

F. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 77 acres within the Extraterritorial Jurisdiction, generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Annexation Service Agreement) (White)

G. Consider and act upon an amendment to the Green Meadows development agreement; generally located west of Smiley Road and north of Parvin Road. (Green Meadows – 5th DA Amendment) (White)

H. Consider and act upon a resolution consenting to the creation of Serenade Municipal Utility District, consisting of approximately 414 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of County Road 107, east of future Coit Road, north of future Stallcup Boulevard, and west of County Road 132, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (Serenade MUD Creation) (Mohan)

I. Consider and act upon a resolution consenting to the creation of LaUna Ranch Municipal Utility District, consisting of approximately 666 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of future Stallcup Boulevard, approximately 2,800 feet east of County Road 132, north of County Road 135, and west of future Peterman Parkway, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (LaUna Ranch MUD Creation) (Mohan)

J. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

K. Consider and act to authorize an agreement with Traditions Fire Consulting, LLC., for plan review and evaluation of life safety services in an amount not to exceed $50,000.00. (Berry)

L. Consider and act to authorize amendment 1 to the Frontier Parkway Water Line (Preston Hills to Lilyana) agreement with Freese and Nichols, Inc., in an amount not to exceed $59,900.00. (Berry)

M. Consider and act upon an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages - 2nd DA Amendment) (Mohan)

N. Consider and act to award bid 2022-0116 for Sunset Boulevard Lift Station Force Main to Dickerson Construction Company, Inc., for the base bid in the amount of $510,636.00 plus ten percent contingency in the amount of $51,063.60 for a total amount not to exceed $561,699.60. (Berry)

O. Consider and act to award bid 2022-0115 for the Sunset Boulevard Lift Station to North Texas Contracting, Inc., for the base bid in the amount of $4,015,407.00 plus ten percent contingency in the amount of $401,540.70 for a total amount not to exceed $4,416,947.70. (Berry)

P. Consider and act to authorize an agreement for design and land survey services for Celina Parkway from the Greenway subdivision to FM 428 with Halff Associates, Inc., in an amount not to exceed $96,000. (Berry)

Q. Consider and act to award RFQ 2022-0112 for pre-construction services for the Public Works Service Center Building to Hill & Wilkinson General Contractors. (Berry)

R. Report regarding the annual stormwater management plan actions. (Glasgow)

S. Consider and act to purchase software through a cooperative contract with ICS in an amount not to exceed $300,000. (Berry)

T. Consider and act to authorize and execute a license agreement between the City of Celina and Southwestern Bell Telephone Co. ("AT&T") for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

U. Consider and act to authorize an agreement for design services for the senior center with VAI Architects in an amount not to exceed $190,000. (Berry)

V. Consider and act to authorize an agreement for engineering services for the design of an 18- and 24-inch water line extension (Marble Ct to the PW Building) with TRC Engineers, Inc., in an amount not to exceed $144,850.00. (Berry)

W. Consider and Act Upon an Ordinance accepting and approving Fire Mitigation Rates. (Metdker)

X. Consider and act upon a request to amend a development agreement with Qualico Developments (U.S.), Inc.; generally located west of FM 455 and north of CR 9, within the City Limits. (La Terra - DA 2nd Amendment) (Mohan)

VIII. PUBLIC HEARING/ACTION:

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

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

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

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

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

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

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

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

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

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

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

IX. ACTION ITEM:

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

1. Collin CAD Property ID 1013584, being an approximate 14.19-acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772, being an approximate 36.791-acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586, being an approximate 24.976-acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (TM BTR of Texas LLC),
4. Collin CAD Property ID 1011602, being an approximate 62.14-acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.695-acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20;

generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)

6. Collin CAD Property ID 2506775, being an approximate 5-acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473, being an approximate 29.827-acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
8. Collin CAD Property ID 2143120, being an approximate 10.037-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132, being an approximate 10-acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221, being an approximate 10.475-acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
11. Collin CAD Property ID 991733, being an approximate 12.906-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),
12. Collin CAD Property ID 2593097, being an approximate 4.41-acre tract of land in Collin County, Texas, legally described as Abstract No. A0093 in the B. E. Blackwell Survey, Tract 31; generally located approximately 850 feet west of Private Road 5117 and approximately 2,135 feet south of future Carl Darnall Parkway (Bishop, Robert & Kimberley),
13. Collin CAD Property ID 2142193, being an approximate 10-acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
14. Collin CAD Property ID 2134056, being an approximate 0.824-acre tract of land in Collin County, Texas, legally described as Abstract No. A1073 in the B. E. Blackwill Survey, Tract 9; generally located approximately 915 feet north of future Carl Darnall Parkway and approximately 2,395 feet west of future Custer Road (Jorden, Jay R. & Knight, Sheila J.),
15. Collin CAD Property ID 2649863, being an approximate 11-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
16. Collin CAD Property ID 2507796, being an approximate 5.1624-acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
17. Collin CAD Property ID 1766084, being an approximate 2-acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally

located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)

18. Collin CAD Property ID 992153, being an approximate 0.393-acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
19. Collin CAD Property ID 985401, being an approximate 10-acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),
20. Collin CAD Property ID 2665774, being an approximate 5-acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC),
21. Collin CAD Property ID 2754400, being an approximate 5.01-acre tract of land in Collin County, Texas, legally described as Abstract No. A0834 in the William Stapp Survey, Tract 15; generally located east of future McIlroy Drive and approximately 1,100 feet south of future G. A. Moore Parkway (Bivins, Todd J. & Sara E.),
22. Collin CAD Property ID 1846783, being an approximate 3.292-acre tract of land in Collin County, Texas, legally described as Abstract No. A1073 in the B. E. Blackwill Survey, Tract 7; generally located west of future Custer Road and approximately 830 feet north of future Carl Darnall Parkway (Jorden, Jay Robert & Knight, Sheila Joyce), and
23. Collin CAD Property ID 159732, being an approximate 1-acre tract of land in Collin County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

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

1. Collin CAD Property ID 2120983, being an approximate 116.17-acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2. Collin CAD Property ID 1014538, being an approximate 36-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3. Collin CAD Property ID 1014547, being an approximate 73.71-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4. Collin CAD Property ID 985731, being an approximate 53-acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5. Collin CAD Property ID 986598, being an approximate 1.5-acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey, Tract 2; generally located

approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),

6. Collin CAD Property ID 995123, being an approximate 3-acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
7. Collin CAD Property ID 985777, being an approximate 81.63-acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally located east of County Road 127 and approximately 1,500 feet north of County Road 129 (Laney Partners, Ltd.),
8. Collin CAD Property ID 1498089, being an approximate 3.2-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
9. Collin CAD Property ID 1498098, being an approximate 3.54-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
10. Collin CAD Property ID 1585804, being an approximate 10.28-acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
11. Collin CAD Property ID 995748, being an approximate 66.9-acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

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

1. Collin CAD Property ID 2120983, being an approximate 116.17-acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2. Collin CAD Property ID 1014538, being an approximate 36-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3. Collin CAD Property ID 1014547, being an approximate 73.71-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4. Collin CAD Property ID 985731, being an approximate 53-acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5. Collin CAD Property ID 986598, being an approximate 1.5-acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey, Tract 2; generally located

approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),

6. Collin CAD Property ID 995123, being an approximate 3-acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
7. Collin CAD Property ID 985777, being an approximate 81.63-acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally located east of County Road 127 and approximately 1,500 feet north of County Road 129 (Laney Partners, Ltd.),
8. Collin CAD Property ID 1498089, being an approximate 3.2-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
9. Collin CAD Property ID 1498098, being an approximate 3.54-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
10. Collin CAD Property ID 1585804, being an approximate 10.28-acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
11. Collin CAD Property ID 995748, being an approximate 66.9-acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

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

X. ADJOURNMENT:

XI. STAFF REPORTS:

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

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

_____ _____

Vicki Tarrant, TRMC Date Notice Removed

City Secretary, City of Celina, TX

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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
Date: January 11, 2022
Re: Audit Review Committee

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

Background Information:
Council reviews the audit yearly and appoints a committee to provide feedback for each years audit

Board Review/Citizen Input:
NA

Alternatives:
NA

Financial Considerations:
NA

Legal Review:
NA

Supporting Documents:
NA

Staff Recommendation:

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 14, 2021
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Sean Terry called the meeting to order at 5:00PM

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Sean Terry led the pledges, Director of Business Government Affairs Corbett Howard led the invocation

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. The Celina Girls Cross Country Team Proclamation (Terry)

Mayor Sean Terry Presented

B. The Celina Volleyball Team Proclamation (Terry)

Mayor Sean Terry Presented

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions. (Metdker, Jackson, Satarino, Stovall)

Assistant Fire Chief Eric Everson introduced Jessica Pichardo as the new Administration and Communications Manager, Director of Economic Development Alexis Jackson introduced Melissa Thomas as Marketing Manager, Strategic Services Manager Anthony Satarino introduced two Management Assistants Wesley Frank and Ty Behringer, Assistant City Manager Karla Stovall introduces Amy Alexander as the Director of Information Technology

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

B. Update regarding Upper Trinity Water District (Howard)

Director of Business and Government Affairs Corbett Howard gave an update regarding an Upper Trinity project

C. Presentation regarding Texas APA Awards (McAfee)

President Elect Kelly Porter of the Texas Chapter of the American Planning Association announced Celina won the planning achievement award with the City's Comprehensive Plan

D. Update regarding Police Station design (Cullison)

Police Chief John Cullison introduced Hal Sargent the Principal Architect to review the design plans for the new Police Station

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

V. OPEN FORUM:

VI. EXECUTIVE SESSION:

Mayor Sean Terry opened executive session at 5:37PM and pulled the following items from consent item F, G, I, J, K, M, N O, V, X, Y

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 an agreement with the Huffines development group regarding the Bray Tract, generally located at the southeast corner of future Coit Road and County Road 107 (future Marilee Road), within the Extraterritorial Jurisdiction (ETJ).

B. Discussion regarding an agreement with the Huffines development group regarding the Carter Tract, generally located at the northwest corner of future Peterman Parkway and County Road 135 (future Carl Darnall Parkway), within the Extraterritorial Jurisdiction (ETJ).

C. Discussion regarding an amendment to a development agreement with the James Land & Development Company regarding the Cottages Development, generally located north of future J Fred Smith Parkway and approximately 1,270 feet west of Louisiana Drive

D. Discussion regarding the acquisition of real property interests for the construction of J Fred Smith Pkwy and adjacent utility services generally located west of Business 289 (N. Louisiana Drive) and east of N. Florida Drive.

E. Discussion regarding the acquisition of real property interests for the construction of a lift station and related improvements on the Martinek property generally located south of Ash St, west of S Oklahoma Dr and east of BNSF railroad and approximately 2,400 Linear feet south west of Ash st and Oklahoma Dr intersection

Reconvene into open session

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

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

No action was taken

VII. CONSENT AGENDA:

Council Member Wigginton motioned to approve all items except table Item G Council Member Pierce seconded.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

A. Minutes Approval:

1. City Council - Regular Meeting - Oct 12, 2021 5:00 PM
2. City Council - Regular Meeting - Nov 9, 2021 5:00 PM

B. Administrative Services and Office Space Agreement between the City of Celina and the Celina Economic Development Corporation (CEDC). (Jackson)

C. Consider and act upon a Resolution accepting and approving the Amended and Restated Organizational Bylaws of the Celina Economic Development Corporation (CEDC). (Jackson)

D. Consider and act to approve an Incentive Agreement by and among the City of Celina, Celina Economic Development Corporation, and ATRH, LLC, D/B/A Terramania. (Jackson)

E. Consider and act to authorize the Mayor to execute an Interlocal Agreement by and between the City of Celina and Collin County for annual Library Funding. (Brawner)

F. Consider and act to authorize the purchase of a vehicle for Engineering from Dodge City McKinney through a cooperative agreement with BuyBoard in an amount not to exceed $34,013.00. (Berry)

G. Report regarding the annual stormwater management plan actions. (Glasgow)

H. Consider and act to purchase portable radios and base equipment for Public Works from Sterling Associates, Inc through a cooperative contract with HGAC in an amount not to exceed $188,208.98. (Berry)

I. Consider and act to award bid 2022-0105 to ANA Site Construction for Louisiana Water Line Project, Phase 1B in the amount of $2,403,120.00 plus ten percent contingency in the amount of $240,312.00 for a total amount not to exceed $2,643,432.00. (Berry)

J. Consider and Act to authorize the purchase of eight (8) vehicles for fiscal year 2022 for the Public Works Department from Caldwell County Chevrolet in an amount not to exceed $374,304.29 (Berry) (Sprinkle)

K. Consider and act upon a resolution of the City Council of the City of Celina, Texas, affirming recommendations of the Home Rule Charter Review Commission. (Home Rule Charter Review Commission) (McAfee)

L. Consider and act upon an ordinance amending the Master Fee Chart. (Master Fee Chart Revision) (McAfee)

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

M. Consider and act upon the Third Amendment to Development, Settlement, and Annexation Agreement between the City of Celina, Texas, MM Celina 3200, LLC and North Parkway Municipal Management District No. 1 regarding the amendments to the Development Agreement for Capital Recovery Fees, and other matters related thereto. (Dynavest (Legacy Hills) Third Amendment to Development, Settlement, and Annexation Agreement) (Mohan)

N. Consider and act upon the Amended and Restated Capital Recovery Fees Economic Development Agreement between the City of Celina, Texas and MM Celina 3200, LLC regarding funding of Capital Recovery Fee Projects, and other matters related thereto. (Dynavest (Legacy Hills) Amended and Restated Capital Recovery Fees Economic Development Agreement) (Mohan)

O. Consider and act upon the Termination of Capital Recovery Fee Projects Construction, Funding, and Acquisition Agreement between the City of Celina, Texas, MM Celina 3200, LLC and North Parkway Municipal Management District No. 1 regarding the termination of construction and funding of Capital Recovery Fee Projects, and other matters related thereto. (Dynavest (Legacy Hills) Termination of Capital Recovery Fee Projects - Construction, Funding, and Acquisition Agreement) (Mohan)

P. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 59 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of Louisiana Drive and future Legacy Drive. (Legacy 58.5 – Annexation Service Agreement) (Mohan)

Q. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #1 of the Sutton Fields East Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll; directing the filing of the proposed Phase #1 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on January 11, 2022, to consider an ordinance levying assessments on property located within Phase #1 of the Sutton Fields East Public Improvement District. (Sutton Fields East PID – Pre SAP) (Lopez)

R. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

S. Review and Approved an Addendum C - Fire/Emergency Response Billing by Emergifire. (Bromiley)

T. Consider and act to authorize the purchase of a camera van for Public Works from Rockdale Country Ford through a cooperative agreement with BuyBoard in an amount not to exceed $205,416.00. (Berry)

U. Consider and act to purchase an excavator for Public Works through a cooperative contract with Holt in an amount not to exceed $202,511.00. (Berry)

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

V. Consider and act to purchase an ambulance for the Fire Department through a cooperative contract with Mac Haik Dodge Chrysler Jeep in an amount not to exceed $287,340.57. (Berry)

W. Consider and act to authorize an agreement for engineering services with Garver, LLC., for a regional WRF feasibility study in an amount not to exceed $80,722.00. (Berry)

X. Consider and act to authorize the purchase of three vehicles for the Police Department from various vendors and cooperative agreements in an amount not to exceed $241,791.94. (Berry)

Y. Consider and act to award bid 2021-0103 for employee health insurance to Blue Cross Blue Shield of Texas in an amount not to exceed $2,128,346.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 59 acres within the Extraterritorial Jurisdiction (ETJ), generally located at the southwest corner of Louisiana Drive and future Legacy Drive. (Legacy 58.5 – Annexation) (Mohan)

Mayor Sean Terry opened the public hearing at 6:09 and closed at 6:11Council Member Hopkins motioned to approve and Council Member Steiner seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 59 acres to Planned Development (PD) with flex base zoning, generally located at the southwest corner of Louisiana Drive and future Legacy Drive. (Legacy 58.5 – Zoning) (Mohan)

Mayor Sean Terry opened the public hearing at 6:11 and closed at 6:12 Council Member Steiner motioned to approve and Council Member Hopkins seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for a "Body Art Studio" (body piercing) use on an approximately 2 acre tract of land, generally located at the southeast corner of Preston Road and Founders Lane, within the City Limits. (Pin Cushion – SUP) (White)

Mayor Sean Terry opened the public hearing at 6:12 and closed at 6:25 Council Member Pierce motioned to approve and Council Member Wigginton seconded

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area that is within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Fourteen, 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. (Sutton Fields East TIRZ Creation) (Lopez)

Mayor Sean Terry recused himself and Mayor Pro Tem Mindy Koehne opened the public hearing at 6:27 and closed at 6:28. Council Member Hopkins motioned to approve and Council Member Steiner seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

E. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Sutton Fields II Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #5B assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #5B of the Sutton Fields II 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 Neighborhood Improvement Area #5B assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II NIA #5B – Levy Ordinance) (Lopez)

Mayor Sean Terry recused himself and Mayor Pro Tem Mindy Koehne opened the public hearing at 6:28 and closed at 6:33. Council Member Wigginton motioned to approve as documents brought to Council and Council Member Anderson seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

F. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Hillside Village Public Improvement District Service and Assessment Plan, including the Assessment Roll; making a finding of special benefit to property within the Hillside Village 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 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Hillside Village PID – SAP Levy Ordinance) (Lopez)

Mayor Sean Terry opened the public hearing at 6:33 and closed at 6:34 Council Member Hopkins motioned to approve and Council Member Wigginton seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

IX. ACTION ITEM:

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

A. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Hillside Village Public Improvement District Project); approving and authorizing related agreements; and providing an effective date. (Hillside Village PID – Bond Ordinance) (Lopez)

Council Member Wigginton motioned to approve and Council Member Anderson seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

B. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #5 Project); approving and authorizing related agreements; and providing an effective date. (Sutton Fields II PID NIA Phase # 5A-5B – Bond Ordinance) (Lopez)

Mayor Sean Terry recused himself. Council Member Hopkins motioned to approve as documents brought to Council and Council Member Steiner seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

C. Consider and act to authorize an agreement with Kimley Horn for professional services to create Commercial and Multi-Family Design Standards in an amount of $51,500.00 plus ten percent contingency in an amount of $5,150 for a total amount not to exceed $56,650.00. (Berry/Mohan)

Council Member Pierce motioned to approve and Council Member Wigginton seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

D. Consider and act upon a resolution accepting the results of the 2021 Water and Wastewater Study (Stovall)

Council Member Steiner motioned to approve and Council Member Hopkins seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

E. Consider and act to award bid 2021-0102 to Quality Excavation, LLC for the Downtown Inner Loop Project in the amount of $7,774,456.23 plus fifteen percent contingency in the amount of $1,166,168.43 for a total amount not to exceed 8,940,624.66. (Berry)

Council Member Wigginton motioned to approve and Council Member Koehne seconded

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

F. Consider and act upon a Resolution affirming the votes casted by Celina City Council for the election of Board of Directors for the Central Appraisal District of Collin County in accordance with Section 6.03 (G) of the State Property Tax Code. (Satarino)

Mayor Sean Terry asked Director of Business and Government Affairs for his opinion, Mayor Pro Tem Mindy Koehne motioned to give 13 votes to Gary Rodenbaugh and 12 votes to go to Ed Standridge Concil Member Steiner Seconded

RESULT:	**APPROVED [UNANIMOUS]**
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

X. ADJOURNMENT:

With no further comments Mayor Sean Terry adjourned the meeting at 7:15PM

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Dec 14, 2021 5:00 PM (Minutes Approval)

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Figueroa, Director of Public Works
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re:

Action Requested:
Consider and act upon a contract by and between the City of Celina and TRC Engineering for the design of the reconstruction of selected roads as part of the City's Annual Street Maintenance Program in the amount of $193,050. (Figueroa)

Background Information:
The City has an annual street maintenance program where by streets are maintained annually based on streets conditions. This year the following streets are being considered.

* County Road 134 (Preston to Coit & E. of DC Ranch)
* Falcon & Ascot
* Preston Hills Circle
* Legacy (FM 428 to Punk Carter)
* Lake Drive
* Ownsby and County Road 83

Board Review/Citizen Input:

Alternatives:
City Council could choose to not proceed with this project.

Financial Considerations:
Funding for the design of the annual street improvements project will funded from General Fund and Street Construction Fund.

Legal Review:
Contract will follow the standard work order format. A Master Services Agreement has been executed by and between the City of Celina and TRC Engineers.

Supporting Documents:
Work Authorization - Scope of Services

Staff Recommendation:
Approve

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** November 14, 2017

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	TRC Engineers, Inc.		
Consultant Project #:	-		
Project Name:	2022 Annual Streets Maintenance Projects		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: **accountspayable@celina-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **See attached Engineering Services Proposal.**
2. **Compensation:** **$193,050**
3. **Timeline:** **90 days (Design Services) from Notice to Proceed.**

Attachment: Proposal_2022 Street Maintenance (Annual Street Maintenance (ASM) 2022)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Justin Thomas Signature
	Justin Thomas, P.E. – DMS Office Practice Leader
Printed Name & Title	Printed Name & Title
	1/3/2022
Date	Date

Attachment: Proposal_2022 Street Maintenance (Annual Street Maintenance (ASM) 2022)

700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

January 3, 2022
.

Mr. Andrew Figueroa
Director of Public Works
142 N. Ohio Street
Celina, TX 75009

Re: 2022 Annual Street Maintenance
Engineering Services Proposal

Dear Mr. Figueroa:

The City of Celina (City) has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. The overall project consists of reconstructing various roadways as identified by City staff shown on the attached exhibit. A preliminary construction cost estimate is attached for the City's use.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the City and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Justin Thomas

Justin Thomas, P.E.
Arlington DMS Practice Leader
TRC Engineers, Inc.

Attachments

Attachment: Proposal_2022 Street Maintenance (Annual Street Maintenance (ASM) 2022)

CITY OF CELINA, TEXAS
2022 ANNUAL STREET MAINTENANCE
TRC SCOPE OF WORK
JANUARY 3, 2022

PROJECT DESCRIPTION

The project will consist of replacing and/or repairing aging asphalt pavement. The proposed pavement will be asphalt with cement treated full depth repair of existing roadway for base. The specific areas as shown on the attached 2022 Maintenance Project exhibit with approximate road lengths include:

1. CR 134:
   A. SH 289 to CR 97 – 3,050 LF
   B. CR 134 at CR 97 "Y" Intersection – 573 LF
   C. DC Ranch Way to East Line of DC Ranch Subdivision – 1,295 LF
   D. CR 134 East of DC Ranch within Celina City Limits – 1,295 LF
2. Preston Hills Circle from Frontier Parkway to Pheasant Run – 5,502 LF
3. Legacy Drive from FM 428 to Punk Carter – 3,265 LF
4. Falcon Road, Falcon Court and Ascot Place – 3,385 LF
5. Lake Drive – 1,430 LF
6. Ownsby Parkway and CR 83 from – 1,963 LF

TASK 1 – TOPOGRAPHIC SURVEYING

TRC will provide topographical data as required to complete the engineering design. Survey data will be provided in AutoCAD format and include an existing basemap showing locations of street ROW, property lines, easements, fences, culverts and other pertinent existing features within the project area. Surveyor will contact utility locating service prior to fieldwork for marking of underground utility lines and provide deed research of adjacent property ownership within the proposed project area. The survey will provide control points for use during construction. The survey will encompass the width of the Right-of-Way (ROW) for each street section.

TASK 2 - GEOTECHNICAL

TRC will provide a geotechnical report of the existing soils. This will include three (3) borings at strategically spaced locations within each project site (6 sites for a total of 18 bores) to a depth of 10 feet using a truck mounted drilling rig. The report will include a site map of all borings, boring log with soil description, groundwater information, pavement recommendations.

TASK 3 – CIVIL ENGINEERING

TRC will prepare detailed plans and specifications for use in reconstructing various asphalt streets. Plan sheets will include plan and profiles of the streets, including standard notes and details.

It is anticipated that TRC will submit a 60%, 90% and 100% set of construction plans for the City to review. TRC will attend design progress meetings and provide updated engineer's opinion of probable construction costs with each submittal.

Attachment: Proposal_2022 Street Maintenance (Annual Street Maintenance (ASM) 2022)

TASK 4 - CONSTRUCTION ADMINISTRATION

Bidding and Construction Administration - TRC will assist the City in the bid process including preparation of bid advertisement document, attendance at a pre-bid meeting if necessary, respond to contractor questions, preparation of addenda, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents. After the bidding is completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the City with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at monthly progress meetings (maximum of seven) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and City staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the City's standards.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- No new properties will be acquired.
- Only paving improvements will be needed. Existing culverts and drainage ditches will remain as is. No improvements will be needed for the existing water and sanitary sewer facilities within these project limits.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Construction staking
- Drainage design.
- Utility design.
- Analysis of the City's existing water and sanitary sewer system.
- Landscape and irrigation design.
- Continuous construction inspection or services other than those listed above.
- Franchise utility coordination.
- Detailed title search or title policy.
- Preparation of final plats, Right-of-Way or easement documents.
- Environmental or permitting services.

Attachment: Proposal_2022 Street Maintenance (Annual Street Maintenance (ASM) 2022)

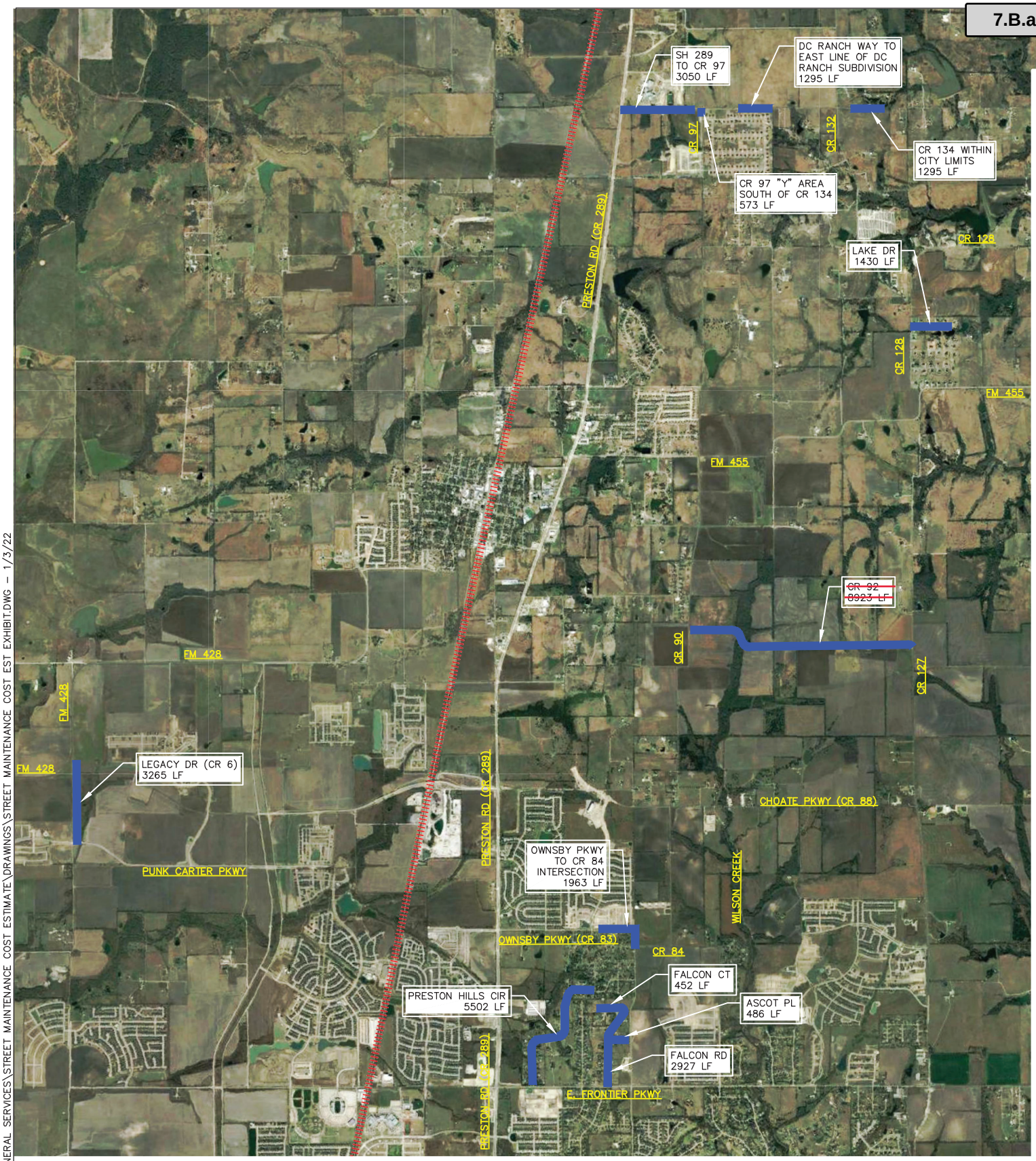
COMPENSATION FOR SERVICES

The cost to provide the design engineering services will be invoiced as a lump sum project. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the City's review is shown below.

1.	Topographic Surveying	$ 32,650
2.	Geotechnical Services	$ 27,000
3.	Civil Engineering	$ 113,900
4.	Bidding and Construction Administration	$ 19,500
	TOTAL CONTRACT AMOUNT:	**$ 193,050**

TRC's fees above are based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).

Attachment: Proposal_2022 Street Maintenance (Annual Street Maintenance (ASM) 2022)



RDWAY IMPROVEMENTS LEGEND

FULL DEPTH RECLAMATION

EXISTING RAILROAD

N

2500 1250 0 2500 5000

SCALE : 1" = 5000'

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., STE. 210 ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

PRELIMINARY 2022 ANNUAL STREET MAINTENANCE COST ESTIMATE EXHIBIT CELINA, TX

1/3/22

H:\WORK IN PROGRESS\CELINA\400630 GENERAL SERVICES\STREET MAINTENANCE COST ESTIMATE\DRAWINGS\STREET MAINTENANCE COST EST EXHIBIT.DWG - 1/3/22

Attachment: Proposal_2022 Street Maintenance (Annual Street Maintenance (ASM) 2022)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
Date: January 11, 2022
Re: <Insert Subject/RE Here>

Action Requested:
Review and Acceptance of the Quarterly Investment Report for the period ended December 31, 2021 (Bromiley)

Background Information:
The purpose of this item is to provide City Council an overview of the City's cash and invested balances for the fiscal period ending December 31, 2021.

Board Review/Citizen Input:
<Insert Review/Citizen input here>

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
<Insert Legal Review Here>.

Supporting Documents:
Q4 2021 Investment Report

Staff Recommendation:
Review and Acceptence

City of Celina
Quarterly Report
Quarter Ending: 12/31/2021

Economic Outlook:

Despite elevated inflation, renewed COVID concerns and heightened market volatility, the resilient economic recovery largely remains on track. A tight jobs market and strong wage gains a
of consumer spending. Although the November payrolls underwhelmed, the unemployment rate has declined rapidly, falling to 4.2% from 6.7% at the end of 2020. Elevated retirement rate
concerns and child-care disruption leading to lower female participation have constrained the supply of labor. The October Job Openings and Labor Turnover Survey (JOLTS) showed job ope
11 million, close to its recent record high. Initial filing for jobless benefits briefly fell below pre-pandemic levels and consumer prices continued to accelerate.
There are various factors pushing the inflation rate upwards. The Consumer Price Index (CPI) showed another hefty increase in November with the year-over-year rate registering 6.8%, the
in nearly 40 years. The Personal Consumption Expenditure (PCE) Deflator rose to 5.7%, also a 39-year high. With supply bottlenecks ongoing, the demand-supply imbalance is leading to elev
In addition, labor shortages are forcing companies to raise wages to attract and retain workers. The increased labor costs are translated to higher prices on final goods and services. Higher p
non-discretionary items such as food and gas are limiting what consumers can spend on other categories. Higher inflation is proving persistent, and the Federal Reserve has taken note. Witl
focus on reigning in generation-high inflation, the Fed's dot plot now shows the expectation to raise rates three times in 2022, followed by three rate hikes in 2023 and another two in 2024
The Fed could not be clearer about their planned path for short-term rates, but there are still risks that could cause the Fed to adjust or even abandon their plan to move toward normalizin
greatest risk to economic growth currently stems from the omicron variant of COVID-19. It is spreading rapidly and widely and is causing some new restrictions on activity to be put in place
and extent of the new wave of the pandemic remains fluid and uncertain. The fear is that it could disrupt the global economic recovery.

-Samco Capital September 30, 2021

Listing by Maturity Date			9/30/2021			12/31/2021				
Investment	Institution	Account	Beginning	Interest Earned	Change	Ending	% of Total Porfolio	Unrealized G/L	Interest Rate	Avg Weighted Yield to maturity of Portfolio Compared to Benchmark*
Public Fund Now Acct	Independence Bk	#0052 GF MMA	$ 24,727,322	$ 34,203	$ (13,002,775)	$ 11,758,749	6%	0	0.650%	n/a
Public Fund Now Acct	Independence Bk	#1532 WS MMA	$ 26,606,315	$ 41,432	$ (12,265,993)	$ 14,381,753	7%	0	0.650%	n/a
Public Fund Now Acct	Independence Bk	#8142 Pooled Cash 998	$ 33,079,910	$ 40,813	$ (1,589,440)	$ 31,531,283	16%	0	0.650%	n/a
Public Fund Now Acct	Independence Bk	#0258 Old Acct	$ 637,536	$ 942	$ 134,942	$ 773,420	0%	0	0.650%	n/a
Public Fund Now Acct	Independence Bk	#4191 Forfeiture	$ 36,131	$ 51	$ 1,616	$ 37,797	0%	0	0.650%	n/a
Public Fund Now Acct	Independence Bk	#9907 I&S Fund	$ 10,562,814	$ 15,556	$ 3,954,240	$ 14,532,610	7%	0	0.650%	n/a
Pooled	Texpool**	#0007 GenFund Acct (1)	$ 95,510,710	$ 9,189	$ 30,000,000	$ 125,519,900	63%	0	0.040%	n/a
Pooled	Texpool**	#0006 W&S Acct	$ 3,363	$ -	$ -	$ 3,363	0%	0	0.040%	n/a
		Total	$ 191,164,100	$ 142,184	$ 7,232,591	$ 198,538,875	100%	avg	0.50%	

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*

***Texpool WAM 30 days as of 12.31.2021 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*

1. Significant change in Texpool account #007 of $30,000,000 transfer from the City's #0052 and #1532 accounts.

The City of Celina's investment portfolio is in compliance with the State Law and the investment strategy and policy approved by the City Council.

Robin Bromiley January 6, 2022

Robin Bromiley, Finance Director/Investment Officer *Date*

Attachment: Q4 2021 Investment Report (Quarterly Investment Report for the period ended December

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	CISD Coit Road Middle School - Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 45 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of future Coit Road and future Glendenning Road. (CISD Coit Road Middle School – Annexation Service Agreement) (Lopez)

Applicant:
Celina Independent School District
205 S. Colorado St.
Celina, TX 75009

Background Information:
The overall subject property is approximately 45 acres. It is currently within the Extraterritorial Jurisdiction (ETJ) but will be annexed and zoned this evening. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

E SUNSET BLVD
E SUNSET BLVD
S COIT RD
S COIT RD
OLD GLENDENNING RD
S COIT RD
E OUTER LOOP
CHOATE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

CISD MS Location Map

City of Celina

11/17/2021

N
W E
S

0 500 1,000 Feet

Attachment: Location Map (CISD Coit Road Middle School – Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (CISD Coit Road Middle School – Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (CISD Coit Road Middle School – Annexation Service Agreement)

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

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Annexation Service Agreement (CISD Coit Road Middle School – Annexation Service Agreement)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

Attachment: Annexation Service Agreement (CISD Coit Road Middle School – Annexation Service Agreement)

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

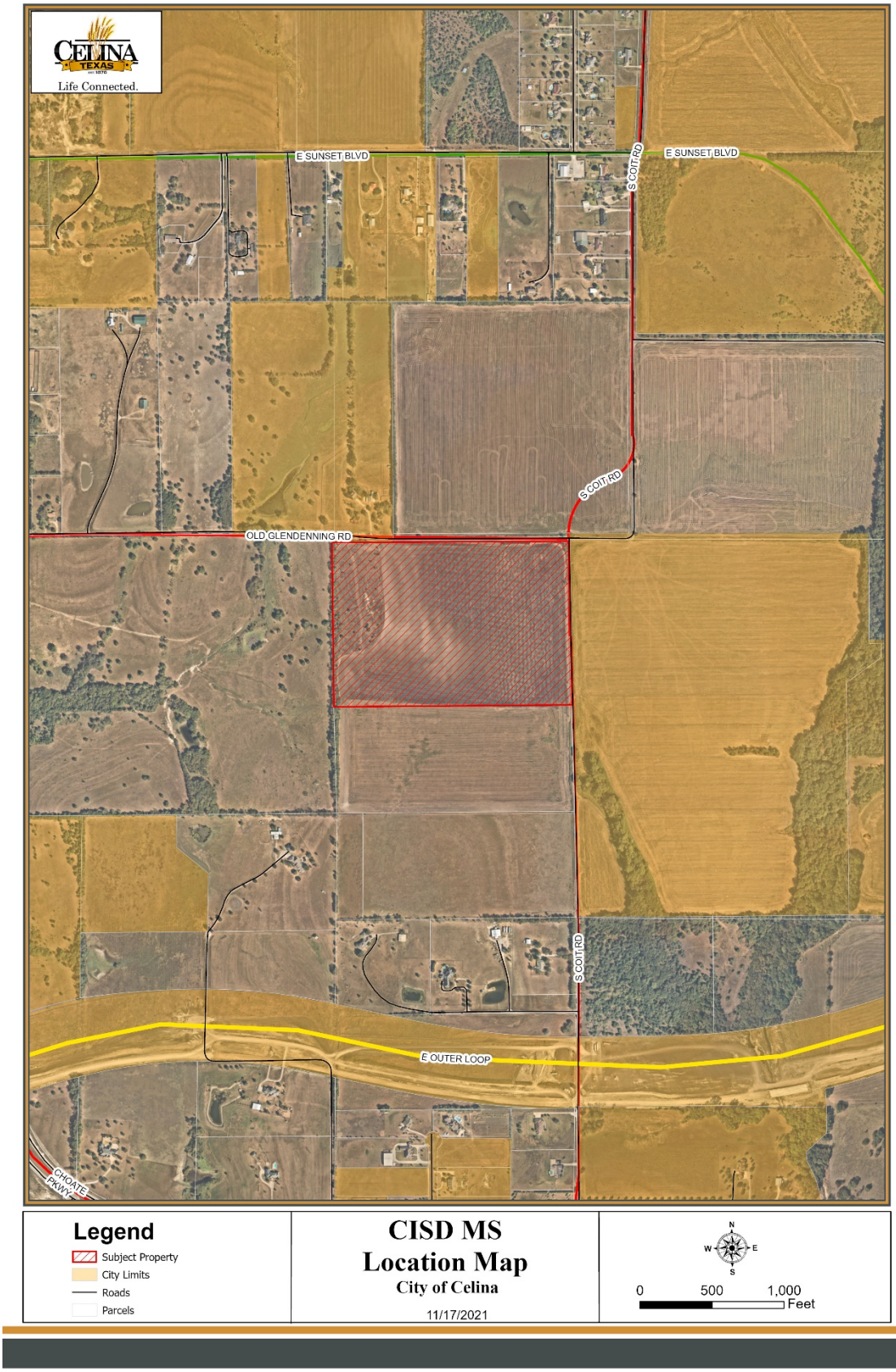
By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

OWNER: Celina Independent School District

By: _____
Name: Dr. Tom Maglisceau
Title: Superintendent
Date: _____

Attachment: Annexation Service Agreement (CISD Coit Road Middle School – Annexation Service Agreement)

Exhibit A
Property Depiction



Attachment: Annexation Service Agreement (CISD Coit Road Middle School – Annexation Service Agreement)



Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	CISD Western High School - Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 65 acres within the Extraterritorial Jurisdiction, generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Annexation Service Agreement) (Lopez)

Applicant:
Celina Independent School District
205 S. Colorado St.
Celina, TX 75009

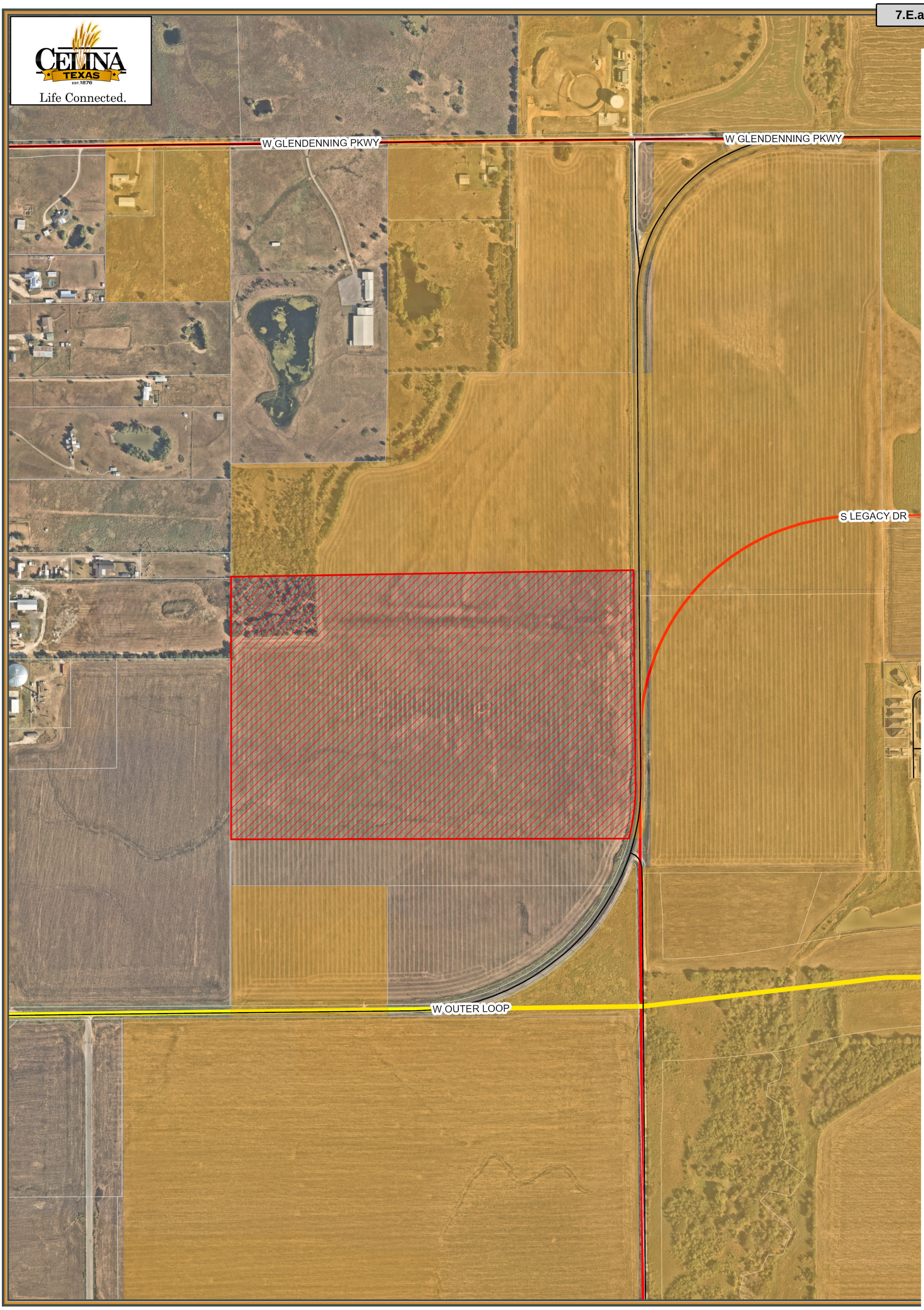
Background Information:
The overall subject property is approximately 65 acres. It is currently within the Extraterritorial Jurisdiction (ETJ) but will be annexed and zoned this evening. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

CISD HS Location Map

City of Celina

11/18/2021

N W E S

0 420 840 Feet

Attachment: Location Map (CISD Western High School – Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (CISD Western High School – Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (CISD Western High School – Annexation Service Agreement)

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

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Annexation Service Agreement (CISD Western High School – Annexation Service Agreement)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

Attachment: Annexation Service Agreement (CISD Western High School – Annexation Service Agreement)

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

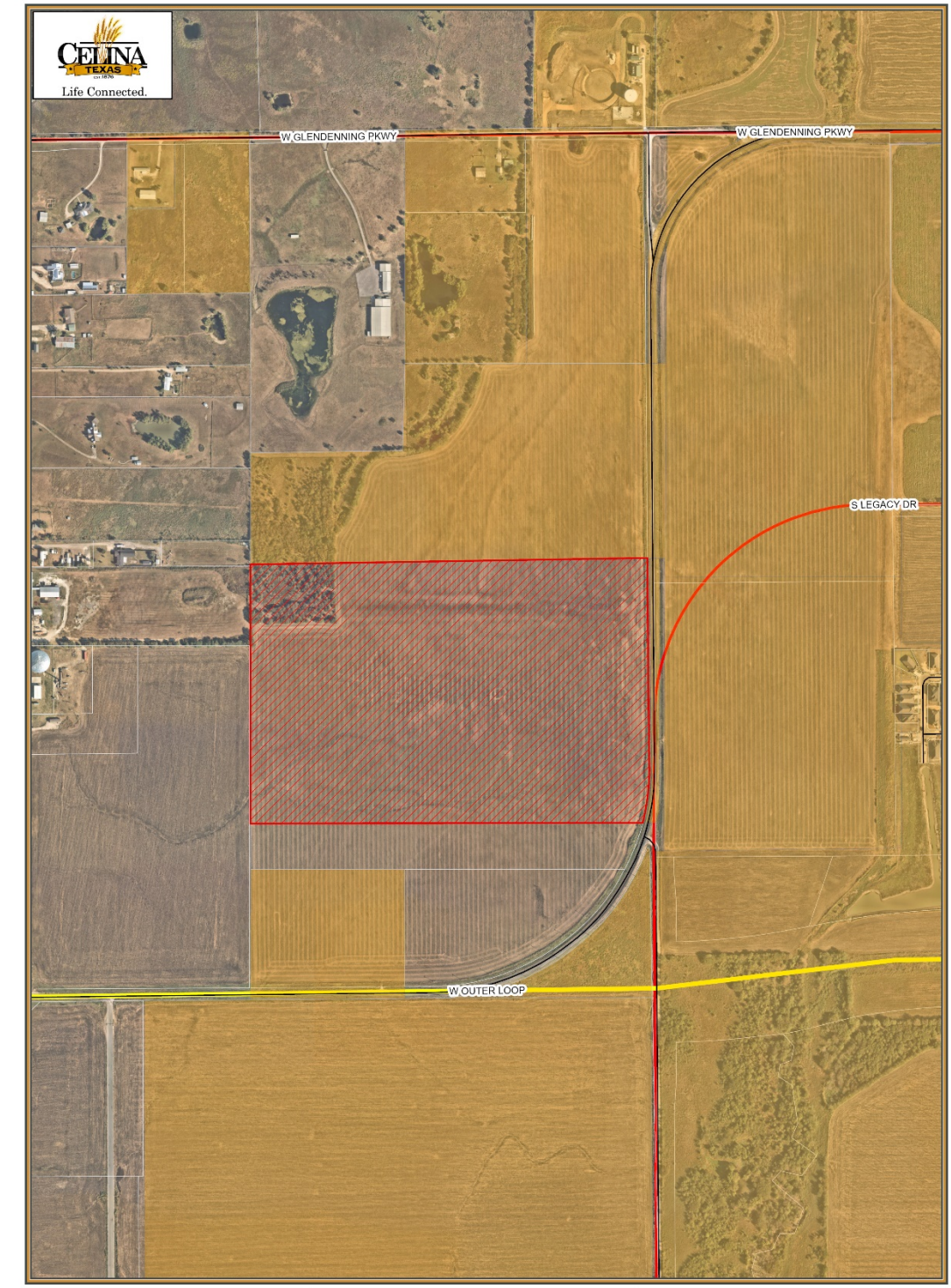
By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

OWNER: Celina Independent School District

By: _____
Name: Dr. Tom Maglisceau
Title: Superintendent
Date: _____

Attachment: Annexation Service Agreement (CISD Western High School – Annexation Service Agreement)

Exhibit A
Property Depiction



Attachment: Annexation Service Agreement (CISD Western High School – Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: O'Brien Tract (Preston Railyard) - Annexation Service Agreement

---

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 77 acres within the Extraterritorial Jurisdiction, generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Annexation Service Agreement) (White)

Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
The overall subject property is approximately 77 acres. It is currently within the Extraterritorial Jurisdiction (ETJ) but will be annexed and zoned this evening. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

W G A MOORE PKWY

E G A MOORE PKWY

N LOUSIANA DR

O'BRIEN DR

CR 994

N PRESTON RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

O'Brien Location Map

City of Celina

11/18/2021

N W E S

0 500 1,000 Feet

Attachments: Location Map (O'Brien Tract (Preston Railyard) – Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (O'Brien Tract (Preston Railyard) – Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (O'Brien Tract (Preston Railyard) – Annexation Service Agreement)

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

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Annexation Service Agreement (O'Brien Tract (Preston Railyard) – Annexation Service Agreement)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

Attachment: Annexation Service Agreement (O'Brien Tract (Preston Railyard) – Annexation Service Agreement)

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

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

OWNER: PRESTON RAILYARD

By: _____
Name: Richard Kevin O'Brien
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (O'Brien Tract (Preston Railyard) – Annexation Service Agreement)

Exhibit A
Legal Description

BEING 76.9 acres of land, situated in Collin County, Texas, on the waters of Little Elm, and known as the North Half of Lot No. One, Survey No. 15 of Collin county School lands, bounded as follow:

BEGINNING at a post the S.W. corner of a 320 acre Survey made int he name of John M. Herron:

THENCE South (var 9 deg) 20 chains, a post in the E.B. line of 160 acre Survey made in the name of N. Wheeler (the County Map shows this to be Thos. Stayton(;

THENCE East (var 9 deg 30') 40 chains, a post in the W.B. line of a 320 acre Survey made in the name of Wm. H. Herron;

THENCE North (var 9 deg) 20 chains, the N.W. corner of said Wm. H. Herron 320 acre survey;

THENCE West (var 9 deg 30') with S.B. line of the J.M. Herron 320 acre Survey 40 chains to the place of beginning, containing 80 acres of land,

LESS 3.1 acres of which has already been deeded to Red River, Texas and Southern R.R. Co.

(BEING the same tract of land sold by R.A. Blain, et ux, Daisy E. Blain, to G.S. O'Brien by deed, dated August 8th, 1905, as shown of record in Volume 138, Page 506, Collin County Deed Records)

Attachment: Annexation Service Agreement (O'Brien Tract (Preston Railyard) – Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	Green Meadows - 5th DA Amendment

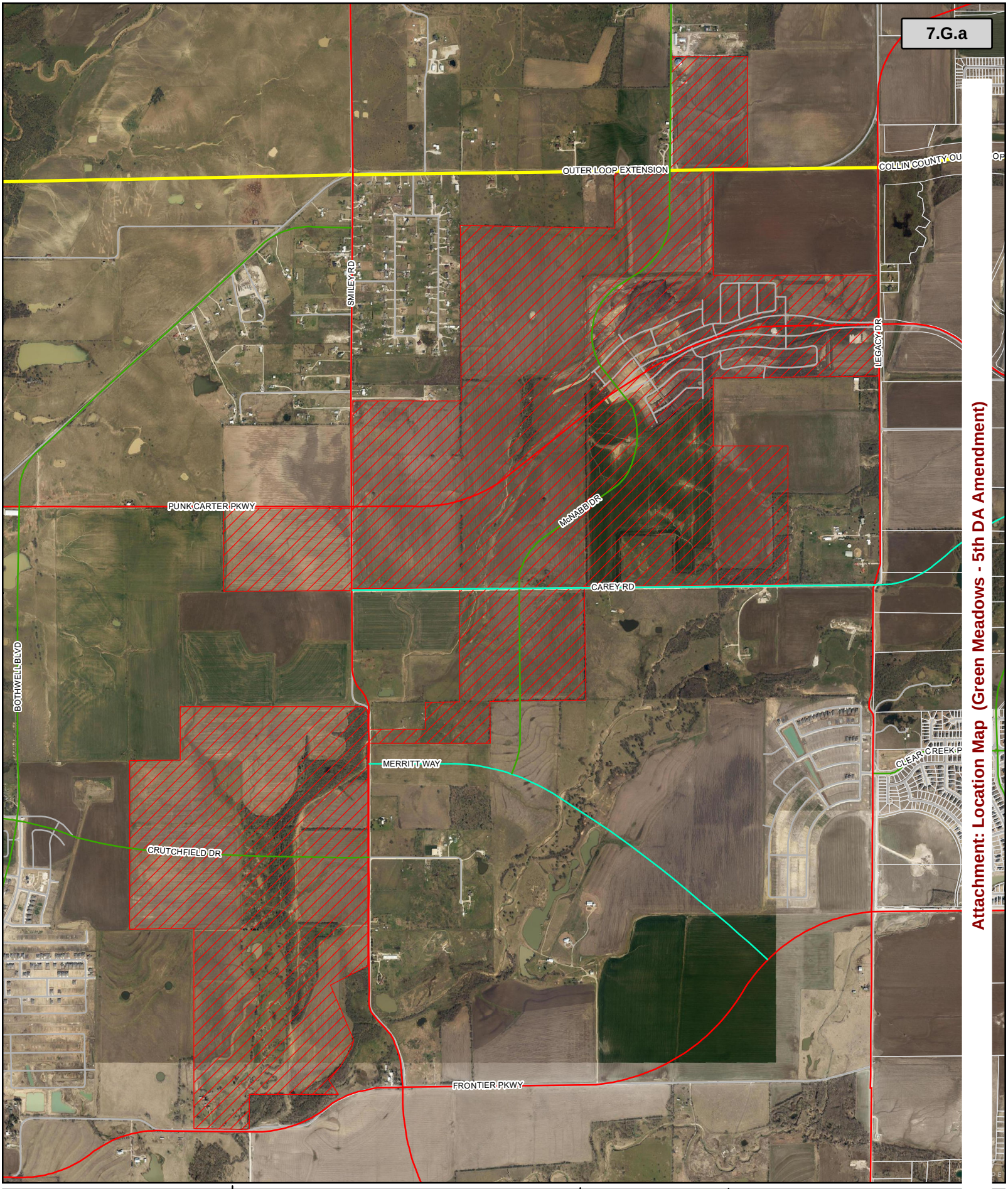
Action Requested:
Consider and act upon an amendment to the Green Meadows development agreement; generally located west of Smiley Road and north of Parvin Road. (Green Meadows – 5th DA Amendment) (White)

Applicant:
Tomlin Investments
4265 Kellway Circle
Addison, Texas 75001

Background:
The DA amendment is to add a townhouse use as an approved alternate use permitted by right within the tracts designated as multi-family on the land plan. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Green Meadows - 5th DA Amendment)

CELINA TEXAS EST. 1876
Life Connected.

Location Map
Green Meadows

Date: 5/1/2020

Legend

- Roads
- GreenMeadows
- Parcels

N
W E
S

0 Feet

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fifth Amendment to Development Agreement (the "Fifth Amendment") is by and among the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, a conservation and reclamation district ("Original District" or "District No. 1"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 ("District No. 2"), SMILEY ROAD, LTD., a Texas limited partnership ("Smiley"), GREEN MEADOWS COMMUNITIES INC., a Texas corporation ("Green Meadows") URVI PROPERTIES, LLC, a Texas limited liability company (URVI), and BHUVI ENTERPRISES, LLC, a Texas limited liability company (BHUVI) and is made and entered into effective as of the date signed by the Mayor of the City (the "Effective Date"). The foregoing parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City, Original District and Smiley entered into that certain Development Agreement concerning land previously owned solely by Smiley (the "Property", as described in Exhibit A hereto) and now owned by Smiley Green Meadows, URVI and BHUVI (together "Owner") in the City's extraterritorial jurisdiction with an effective date of August 11, 2008, as subsequently amended ("2008 Development Agreement"); and

WHEREAS, the Original District has been bifurcated into District No. 1 and District No. 2 (individually referred to as "District" and collectively as "Districts"); and

WHEREAS, the 2008 Development Agreement was amended by the First Amendment with an effective date of September 13, 2010, the Second Amendment with an effective date of June 30, 2019, the Third Amendment with an effective date of November 10, 2020; and the Fourth Amendment with an effective date of September 28, 2021; and

WHEREAS, the Parties agree that the Property shall be developed in accordance with the Land Plan attached as Exhibit B to the Fourth Amendment.

WHEREAS, the Parties desire to clarify that townhouse development shall be allowed on the Property.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree to amend the 2008 Development Agreement as follows:

1. Townhouse is an approved alternate use permitted as a matter of right within the tracts designated multi-family on the Land Plan. The City's Townhouse development standards in the current comprehensive zoning ordinance will apply to any Townhouse development within the area covered by the Development Agreement..

2. Notices. All notices required or contemplated by the 2008 Development Agreement or this Fifth Amendment (or otherwise given in connection with the 2008 Development Agreement or this Fifth Amendment) (a "Notice") shall be in writing, shall be signed by or on behalf of the

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

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

To the City:
Attn: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail:jlaumer@celina-tx.gov
TEL: (972) 382-2682

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

To the Owner:
Attn: Scott Norris
Smiley Road, Ltd.
4265 Kellway Circle
Addison, Texas 75001
E-mail:snorris@tomlininvestments.com
TEL: (972) 239-0707

With a copy to:
Attn: Arthur J. Anderson
Winstead, P.C.
2728 N. Harwood Street, Ste. 500
Dallas, Texas 75201
E-mail: aanderson@winstead.com
TEL: (214) 745-5745

3. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Fifth Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this Amendment, 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.

4. Enforceability. Each Party acknowledges and agrees that this Fifth Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

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

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment to be effective as of the Effective Date. This Fifth Amendment shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

Accepted and executed as of the _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By:_____

_____

STATE OF TEXAS §
COUNTY OF DENTON §

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

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, _____ of the Smiley Water Control and Improvement District, on behalf of said District.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

SMILEY ROAD, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
a Texas limited liability company,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By:_____
Name: D. O. Tomlin, III
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2021, by D. O. Tomlin, III, President of Land Advisors Management, L.L.C., a Texas limited liability company, the general partner of Land Advisors, Ltd., a Texas limited partnership, the general partner of SMILEY ROAD, LTD., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

GREEN MEADOWS COMMUNITIES INC.,
a Texas Corporation

By:_____
Name: D.O. Tomlin III
Title: President

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by D.O. Tomlin III, President of Green Meadows Communities, Inc., a Texas corporation.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

By:_____

_____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, _____ of Smiley Water Control and Improvement District No. 2.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

URVI PROPERTIES, LLC, a Texas limited liability company

By: _____

Bhakthavathsala Reddy Gottipolu, Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2021, by: Bhakthavathsala R. Gottipolu, Manger , of the URVI PROPERTIES, LLC ., a Texas Limited liability company. on behalf of said company.

_____
Notary Public in and for the State of Texas

BHUVI ENTERPRISES, LLC, a Texas limited liability company

By: _____

Bhakthavathsala R. Gottipolu, Manager

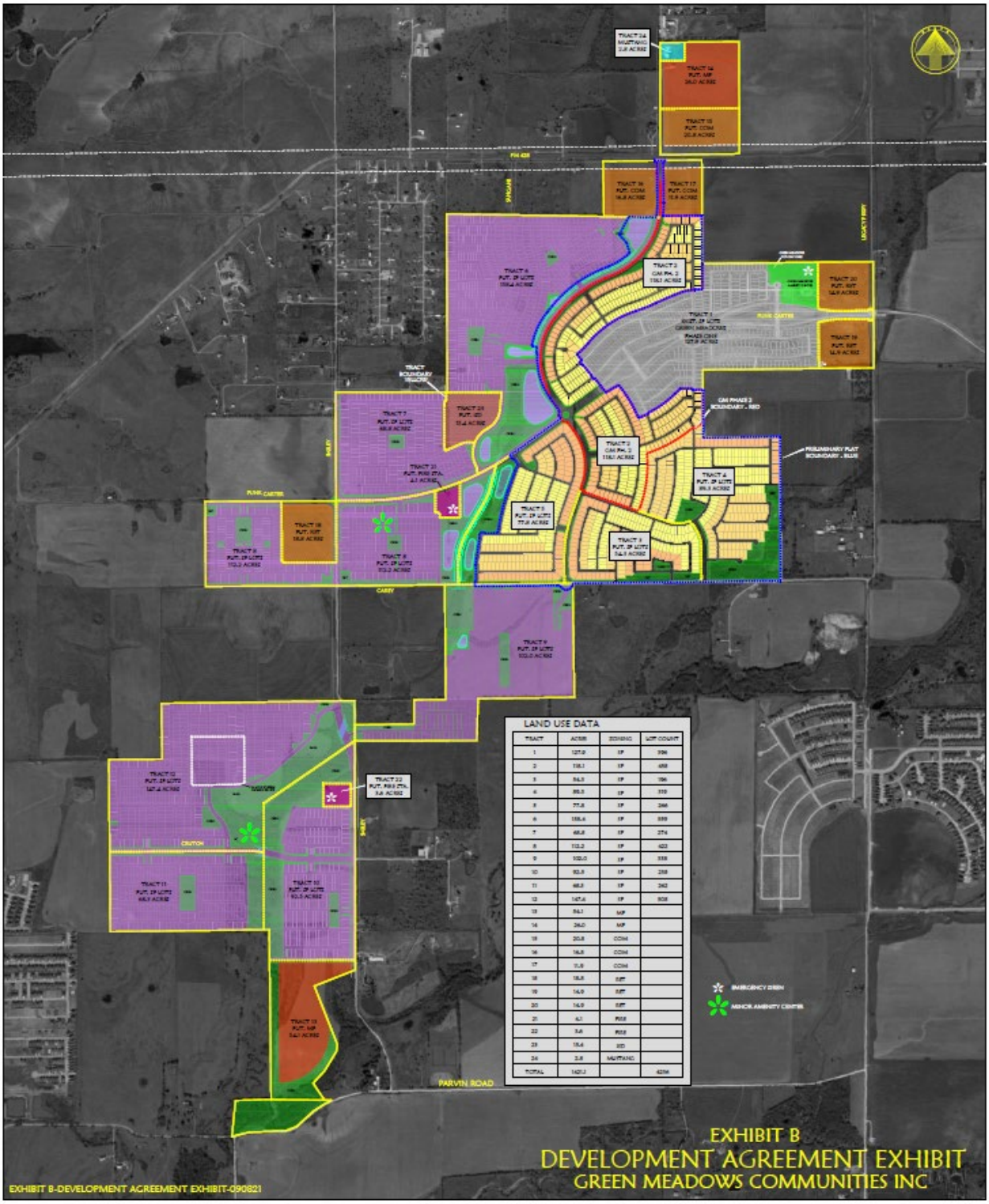
STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2021, by: Bhakthavathsala R. Gottipolu, Manger , of the BHUVI ENTERPRISES, LLC ., a Texas Limited liability company. on behalf of said company.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

EXHIBIT A
LAND PLAN



Attachment: Draft Development Agreement (Green Meadows - 5th DA Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: Serenade MUD Creation

Action Requested:
Consider and act upon a resolution consenting to the creation of Serenade Municipal Utility District, consisting of approximately 414 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of County Road 107, east of future Coit Road, north of future Stallcup Boulevard, and west of County Road 132, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (Serenade MUD Creation) (Mohan)

Applicant:
HC Celina 414, LLC
8200 Douglas Ave., Ste. 300
Dallas, TX 75225

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

E MARILEE RD

N PRESTON RD

STALLCUP BLVD

N CUSTER RD

N COIT RD

CARL DARNALL PKWY

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CARL DARNALL PKWY

Attachment: Location Map (Serenade MUD Creation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Huffines (Bray) Location Map

City of Celina

11/18/2021

N W E S

0 500 1,000 Feet

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO A PETITION FOR THE CREATION OF SERENADE MUNICIPAL UTILITY DISTRICT AND ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT

WHEREAS, on or about November 11, 2021, HC Celina 414, LLC (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, and V.T.C.A. Local Government Code, § 42.042, filed with the City of Celina (the "City") the petition attached hereto as Exhibit "A", requesting the City consent to the creation of a municipal utility district to be known as "Serenade Municipal Utility District" (the "District") encompassing the property described in Exhibit ""A" to such petition (the "Property"); and

WHEREAS, the Property currently lies wholly within the extraterritorial jurisdiction of the City; and

WHEREAS, the Petitioner intends to submit a voluntary annexation petition for the City to annex the Property into the corporate limits of the City; 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 City Council has considered the Petition and desires to consent to the creation of the District upon the terms and conditions hereinafter provided.

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

Section 1. All of the matters and facts set out in the preamble hereof are true and correct and are adopted as findings of the City Council.

Section 2. The City Council officially finds, determines, recites, and declares that the adoption of this Resolution meets all the requirements of the Open Meetings Law, Texas Government Code, Chapter 551.

Section 3. The City Council hereby consents to the creation of the District and the inclusion of the Property within the District, subject to the Property being annexed into the corporate limits of the City prior to the creation of the District, provided that:

A. HC Celina 414, LLC shall enter into a Development Agreement with the City for the Property (the "Development Agreement").
B. The District constructs facilities to serve the Property in accordance with the plans and specifications approved by the City. The City may charge fees for the review

Attachment: Draft Resolution (Serenade MUD Creation)

and approval of plans and specifications in accordance with the terms of the Development Agreement.

C. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection in accordance with the terms of the Development Agreement.

D. The District may not annex land without the City's prior approval except as provided by the Development Agreement.

E. Bonds issued by the District shall have a maximum maturity of thirty (30) years for any one series of bonds, unless otherwise agreed to by the City.

F. 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.

G. The District may not provide retail or wholesale water or wastewater services.

H. Subject to the provisions of this Resolution, the District may be organized for such purposes as are set forth in the Petition and for the accomplishment of such purposes and shall have the powers permitted to districts organized under the terms and provisions of Article III, Section 52 and Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 11th day of January, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
David Amsler, Assistant City Secretary

Attachment: Draft Resolution (Serenade MUD Creation)

Exhibit A
Copy of Petition

Attachment: Draft Resolution (Serenade MUD Creation)

PETITION FOR CONSENT TO CREATION OF
Serenade Municipal Utility District

THE STATE OF TEXAS §

COUNTY OF COLLIN §

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

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

I.

The name of the proposed District shall be "Serenade Municipal Utility District" (the "District").

II.

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

III.

The District shall contain an area of approximately 413.880 acres of land (the "Property"), situated within Collin County, Texas, described by meted and bounds in Exhibit "A," attached hereto and incorporated herein. The District is located wholly within the extraterritorial jurisdiction of the City of Celina, Texas, and the District is not within the corporate limits or extraterritorial jurisdiction of any other city, town or village. Petitioner anticipates annexing the Property into the corporate limits of the City prior to creation of the District.

IV.

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

V.

The proposed District shall be organized for the following purposes:

(1) provide a water supply for the District for municipal and domestic uses;

Attachment: Draft Resolution (Serenade MUD Creation)

(2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;

(4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and

(5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

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

VI.

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

VII.

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

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

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

Attachment: Draft Resolution (Serenade MUD Creation)

VIII.

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

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately $105,000,000.00.

X.

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

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Attachment: Draft Resolution (Serenade MUD Creation)

RESPECTFULLY SUBMITTED this the 11 day of November, 2021.

PETITIONER:

HC CELINA 414, LLC,
a Texas limited liability company

By: _____
Name: Phillip Huffines
Title: Managing Director

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on November 11, 2021, by Phillip Huffines, Manager of HC Celina 414, LLC, a Texas limited liability company, on behalf of said company.

Holly Adkison
Notary Public in and for the State of Texas

(SEAL)

HOLLY ADKISON
Notary ID #130778791
My Commission Expires
September 11, 2024

Attachment: Draft Resolution (Serenade MUD Creation)

EXHIBIT "A"

SITUATED in the State of Texas, County of Collin, being part of the John Davis Survey, Abstract No. 247, part of the W. C. Lewis Survey, Abstract No. 533, part of the T & P Railway Company Survey, Abstract No. 931, part of the B.B. B. & C. Railway Company Survey, Abstract No. 127, being part of a 300 acre tract of land as recorded in Volume 758, Page 493 and Volume 1154, Page 497, part of a 210 acre tract as recorded in Volume 5086, Page 2603, and part of a 110 acre tract as recorded in Volume 334, Page 397 all in the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Mag Nail for corner in the approximate middle of County Road 107 and being in the north line of said 300 acre tract, from which a 1/2" iron rod found for reference bears South 00°16'10" East, 17.81 feet, said beginning corner being the northeast corner of a 74.937 acre tract as recorded under County Clerk No. 20150521000592850 of the Collin County Land Records, from said beginning corner the northwest corner of said 300 acre tract bears North 89°21'56" West, 748.16 feet, additionally said beginning corner being in the south line of a called 66.38 acre tract as recorded in Volume 2611, Page 680 of the Deed Records of Grayson County, Texas;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract and said 210 acre tract, and the south line of said 66.38 acre tract, the south line of a called 45.927 acre tract as recorded in Volume 3539, Page 866, the south line of a called 19.985 acre tract as recorded under Doc. No. 2017-11996, and partway with the south line of a called 3.00 acre tract in Volume 2508, Page 93 all in the Deed Records of Grayson County, Texas, South 89°21'56" East (Basis of Bearing), 2579.69 feet to a P.K. Nail set marking the northwest corner of a 1.00 acre Cell Tower Site retained by the current owner;

THENCE departing said roadway and along the west line of said 1.00 acre Cell Tower Site, South 00°39'21" East, 208.71 feet to a point marking the southwest corner of said Cell Tower Site;

THENCE with the south line of said 1.00 acre Cell Tower Site, South 89°21'56" East, 208.76 feet to a point marking the southeast corner of said 1.00 acre Cell Tower Site;

THENCE with the east line of said 1.00 acre Cell Tower Site, North 00°39'21" West, passing at 30.00 feet a ½" reference iron rod found on line, passing at 193.71 feet a ½" iron rod set on line for reference, and continuing for a total distance of 208.71 feet to a P.K. Nail set marking the northeast corner of said 1.00 acre Cell Tower Site in the approximate middle of County Road 107, and being in the north line of said 300 acre tract, and the south line of the aforementioned 3.00 acre tract;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract, the north line of the aforementioned 110 acre tract, the south line of said 3.00 acre tract, the south line of a called 2.40 acre tract recorded in Volume 2386, Page 212, the south line of a called 10.25 acre tract as recorded in Volume 1625, Page 78, the south line of a called 60.9 acre tract as

Attachment: Draft Resolution (Serenade MUD Creation)

recorded in Volume 2521, Page 687 all in the Deed Records of Grayson County, Texas, South 89°21'56" East, 701.69 feet to a Mag Nail found marking the northerly most northwest corner of William Drummond's 1.363 acre tract Correction Deed as recorded under Clerk's No. 20200922001614070 of the Collin County Land Records;

THENCE departing said roadway and with the perimeter of said 1.363 acre tract as follows: South 00°39'21" East, passing a Roome capped iron rod set 92.21 feet, and continuing for a total distance of 353.37 feet to a Roome capped iron rod found marking its southwest corner; North 86°37'23" East with the south line of said 1.363 acre tract, a distance of 171.22 feet to a wood fence corner post found marking its southeast corner, same being in the east line of said 110 acre tract, the west line of the aforementioned 210 acre tract, and also being in the west line of a 22.02 acre tract as

as recorded under Clerk's No. 20181204001480170 of the Collin County Land Records;

THENCE with the general course of a wire fence along the east line of said 110 acre tract, the west line of said 210 acre tract, with the west line of said 22.02 acre tract, the west line of a 20.00 acre tract as recorded under County Clerk No. 202006290009911040, and a 20.00 acre tract under County Clerk No. 20200817001339900 of the Collin County Land Records, South 00°39'21" East, 1,746.66 feet to a ½" iron rod found marking the southwest corner of said 20.00 acre tract (CC#20200817001339900);

THENCE with the south line of said 20.00 acre tract, and passing through said 210 acre tract, South 89°21'56" East, passing at 1266.39 feet a ½" iron rod found for reference, and continuing for a total distance of 1296.39 feet to a Mag Nail found marking the southeast corner of said 20.00 acre tract, and being in the approximate of County Road 132, and a called 9.40 acre tract as recorded in Volume 4646, Page 1192 of the Collin County Land Records;

THENCE South 00°47'36" East along the east line of said 210 acre tract, the west line said 9.40 acre tract, the west line of a called 69.3 acre tract as recorded under Clerk's No. 20170605000723319, the west line of a called 1.500 acre tract as recorded under Clerk's No. 20180606000696520, the west line of Magnum Estates as recorded in Volume 2019, Page 157, and the west line of a called 4.3441 acre tract as recorded under Clerk's No. 20191216001595160 all in the Collin County Land Records or Map Records, a total distance of 1,476.44 feet to a point for corner from which a P.K. Nail for reference bears North 31°48'49" West, 0.38 feet, said point for corner being the northwest corner of Highland Crossing as recorded in Volume 2019, Page 300 of the Collin County Map Records;

THENCE continuing with the approximate middle of County Road 132, the east line of said 210 acre tract, and the west line of Highland Crossing, South 00°52'38" East, 380.56 feet to a Railroad Spike found marking the northeast corner of a called 26.13 acre tract as recorded under Clerk's No. 20170502000560210 of the Collin County Land Records;

THENCE departing said roadway, South 88°49'47" West, passing through said 210 acre tract, and with the north line of said 26.13 acre tract, passing at 15.00 feet a ½" iron rod found for reference, and continuing for a total distance of 948.30 feet to a Roome capped iron rod found marking the northwest corner of said 26.13 acre tract;

Attachment: Draft Resolution (Serenade MUD Creation)

THENCE passing through said 210 acre tract and with the west line of said 26.13 acre tract, South 00°44'16" East, 905.28 feet to a Roome capped iron rod found marking the northeast corner of Laborde's 7.734 acre tract as recorded under Clerk's No. 20110915000983700 of the Collin County Land Records;

THENCE passing through said 210 acre tract, and with the north line of said 7.734 acre tract, South 88°49'58" West, 415.91 feet to a steel fence corner post found for corner from which a Roome capped iron rod found bears North 69°28'57" East, 0.32 feet, said point for corner being the northwest corner of said 7.734 acre tract, and the southeast corner of a called 13.552 acre tract as recorded under Clerk's No. 20091015001273960 of the Collin County Land Records;

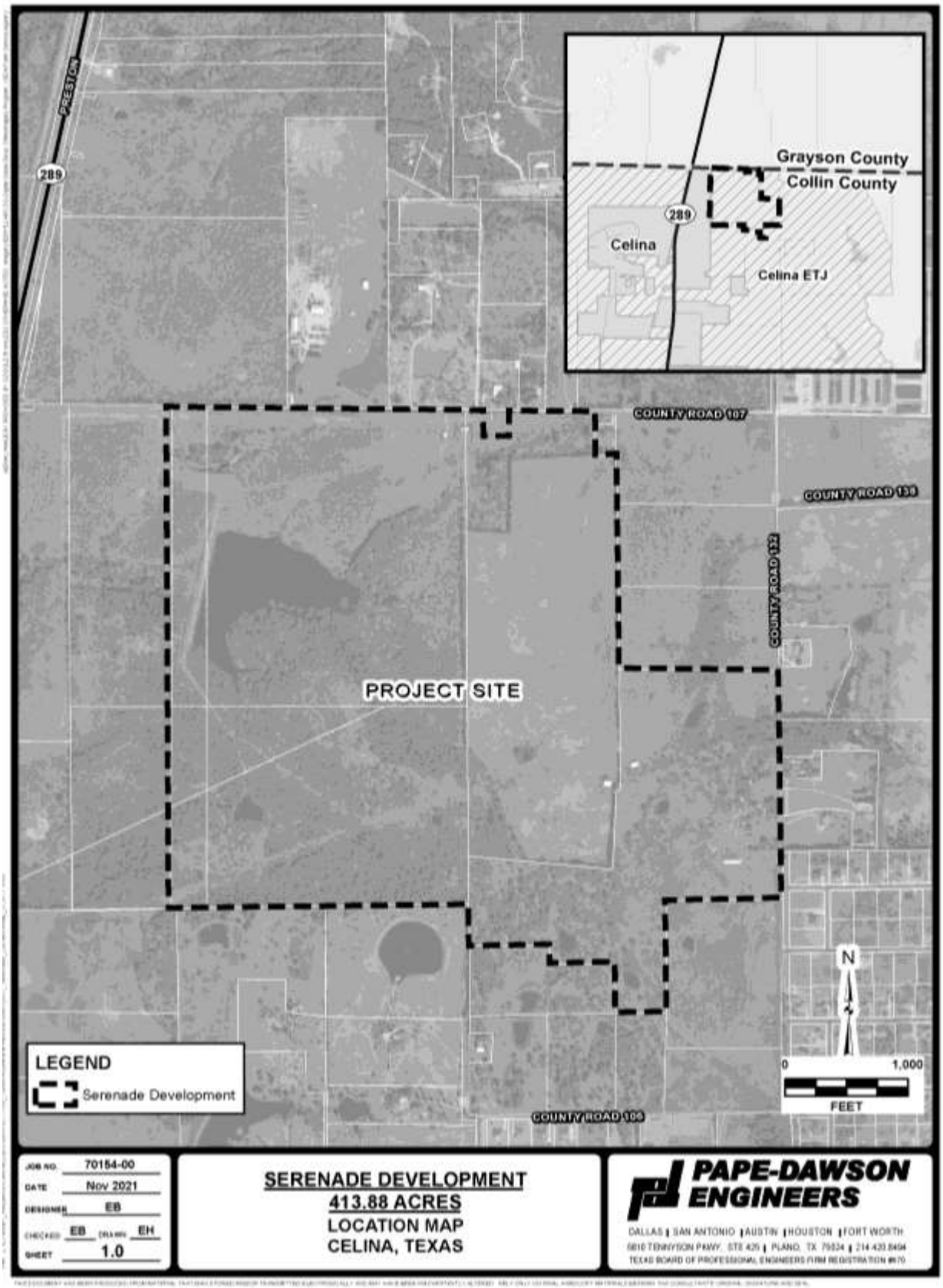
THENCE with the general course of a wire fence and passing through said 210 acre tract and along a common line with said 13.552 acre tract as follows: North 00°45'23" West, 413.01 feet to a point for corner from which a steel fence corner post bears North 88°50' East, 0.78 feet; South 88°49'58" West, 529.56 feet to a steel fence corner post from which a Roome capped iron rod bears South 70°09' East. 0.79 feet; North 00°41'46" West, 152.89 feet to a fence corner post from which a Roome capped iron rod found bears North 73°22' East, 0.42 feet; and South 88°49'58" West, 656.73 feet to a point for corner between two existing fences and marking the northwest corner of said 13.552 acre tract, being in the west line of said 210 acre tract, and being in the east line of a called 99.376 acre tract as recorded in Volume 5145, Page 3200 of the Collin County Land Records;

THENCE with the general course of a wire fence, the west line of said 210 acre tract, and the east line of said 99.376 acre tract, North 00°39'11" West, 338.79 feet to a fence post for corner from which a ½" iron rod found bears North 59°22'East, 0.41 feet, said fence post marking the northeast corner of said 99.376 acre tract, and the southeast corner of the aforementioned 300 acre tract;

THENCE with the general course of a wire fence, the south line of said 300 acre tract, and the north line of said 99.376 acre tract, South 89°17'50" West, 2438.96 feet to a Roome capped iron rod found marking the southeast corner of the aforementioned 74.937 acre tract;

THENCE with the general course of a wire fence, and the east line of said 74.937 acre tract, North 00°16'10" West, passing at 4064.32 feet said ½" reference iron rod found, and continuing for a total distance of 4082.13 feet to the place of beginning and containing 413.880 acres of land.

Attachment: Draft Resolution (Serenade MUD Creation)



Attachment: Draft Resolution (Serenade 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 Director
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	LaUna Ranch MUD Creation

Action Requested:
Consider and act upon a resolution consenting to the creation of LaUna Ranch Municipal Utility District, consisting of approximately 666 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of future Stallcup Boulevard, approximately 2,800 feet east of County Road 132, north of County Road 135, and west of future Peterman Parkway, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (LaUna Ranch MUD Creation) (Mohan)

Applicant:
HC Hebron 121 Station 1, LLC
8200 Douglas Ave., Ste. 300
Dallas, TX 75225

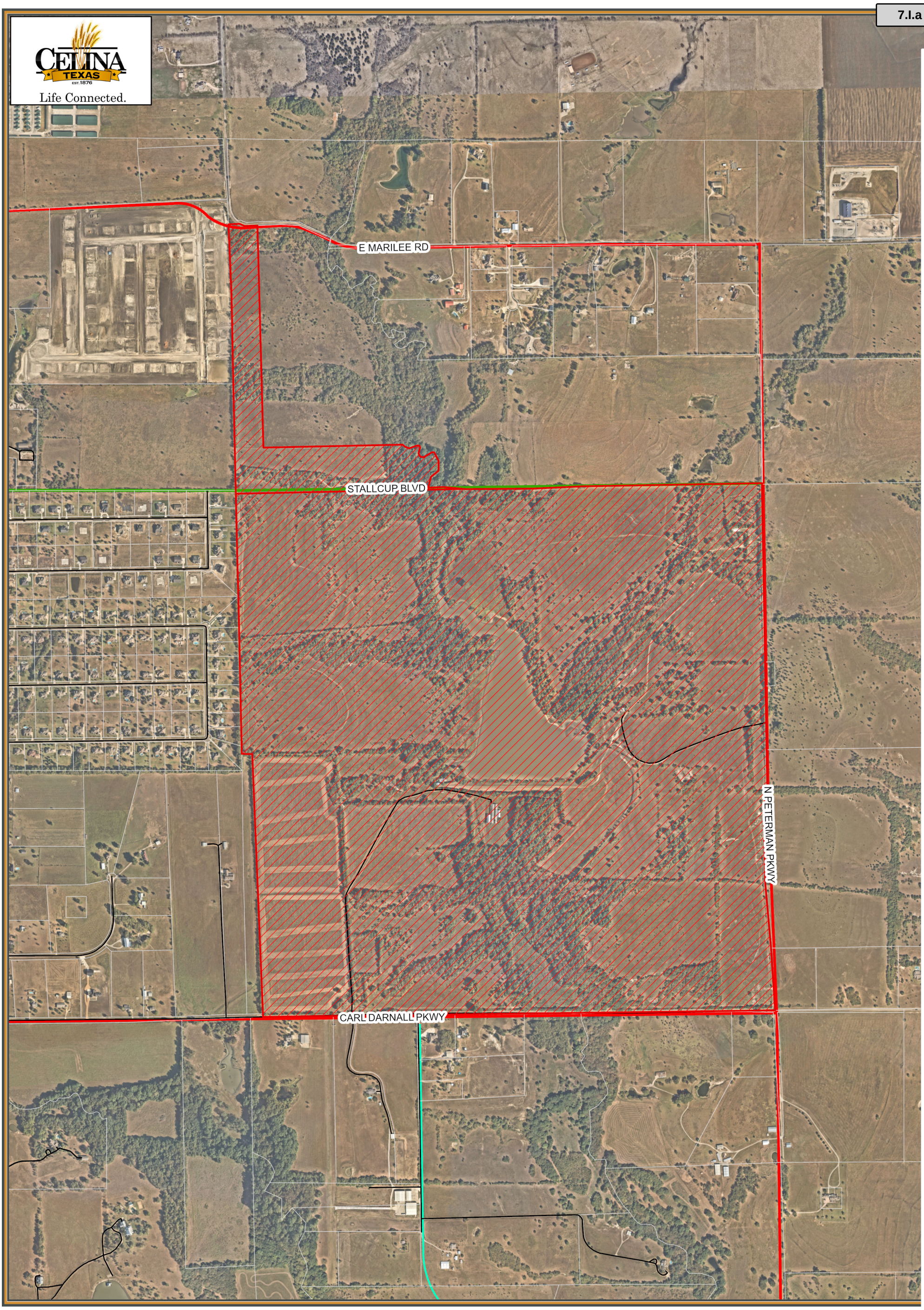
Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Huffines (Carter) Location Map

City of Celina

11/18/2021

N
W E
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0 500 1,000 Feet

Attachment: Location Map (LaUna Ranch MUD Creation)

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO A PETITION FOR THE CREATION OF LAUNA RANCH MUNICIPAL UTILITY DISTRICT AND ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT

WHEREAS, on or about November 11, 2021, HC Hebron 121 Station 1, LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, and V.T.C.A. Local Government Code, § 42.042, filed with the City of Celina (the "City") the petition attached hereto as Exhibit "A", requesting the City consent to the creation of a municipal utility district to be known as "LaUna Ranch Municipal Utility District" (the "District") encompassing the property described in Exhibit ""A" to such petition (the "Property"); and

WHEREAS, the Property currently lies wholly within the extraterritorial jurisdiction of the City; and

WHEREAS, the Petitioner intends to submit a voluntary annexation petition for the City to annex the Property into the corporate limits of the City; 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 City Council has considered the Petition and desires to consent to the creation of the District upon the terms and conditions hereinafter provided.

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

Section 1. All of the matters and facts set out in the preamble hereof are true and correct and are adopted as findings of the City Council.

Section 2. The City Council officially finds, determines, recites, and declares that the adoption of this Resolution meets all the requirements of the Open Meetings Law, Texas Government Code, Chapter 551.

Section 3. The City Council hereby consents to the creation of the District and the inclusion of the Property within the District, subject to the Property being annexed into the corporate limits of the City prior to the creation of the District, provided that:

A. HC Hebron 121 Station 1, LLC shall enter into a Development Agreement with the City for the Property (the "Development Agreement").

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

B. The District constructs facilities to serve the Property 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 in accordance with the terms of the Development Agreement.

C. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection in accordance with the terms of the Development Agreement.

D. The District may not annex land without the City's prior approval except as provided by the Development Agreement.

E. Bonds issued by the District shall have a maximum maturity of thirty (30) years for any one series of bonds, unless otherwise agreed to by the City.

F. 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.

G. The District may not provide retail or wholesale water or wastewater services.

H. Subject to the provisions of this Resolution, the District may be organized for such purposes as are set forth in the Petition and for the accomplishment of such purposes and shall have the powers permitted to districts organized under the terms and provisions of Article III, Section 52 and Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 11th day of January, 2022.

_____

Sean Terry, Mayor

ATTEST:

_____

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

David Amsler, Assistant City Secretary

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

Exhibit A
Copy of Petition

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

PETITION FOR CONSENT TO CREATION OF
LaUna Ranch Municipal Utility District

THE STATE OF TEXAS §

COUNTY OF COLLIN §

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

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

I.

The name of the proposed District shall be " LaUna Ranch Municipal Utility District " (the "District").

II.

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

III.

The District shall contain an area of approximately 666.163 acres of land (the "Property"), situated within Collin County, Texas, described by meted and bounds in Exhibit "A," attached hereto and incorporated herein. The District is located wholly within the extraterritorial jurisdiction of the City of Celina, Texas, and the District is not within the corporate limits or extraterritorial jurisdiction of any other city, town or village. Petitioner anticipates annexing the Property into the corporate limits of the City prior to creation of the District.

IV.

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

V.

The proposed District shall be organized for the following purposes:

(1) provide a water supply for the District for municipal and domestic uses;

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

(2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;

(4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and

(5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

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

VI.

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

VII.

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

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

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

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

VIII.

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

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately $180,000,000.00.

X.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

RESPECTFULLY SUBMITTED this the 11 day of November, 2021.

PETITIONER:

HC Hebron 121 Station 1, LLC, a Texas limited liability company

By: HC Operating, L.P., its Managing Member
By: HC Operating G.P., LLC, its General Partner

By: _____

Phillip Huffines, Managing Director

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on November 11, 2021, by Phillip Huffines, the managing director of HC Operating GP, LLC, the general partner of HC Operating, LP, the managing member of HC Hebron 121 Station 1, LLC, the sole member of Huffines Ranch, LLC, a Texas limited liability, on behalf of said Texas limited liability company.

Holly Adkison
Notary Public in and for the State of Texas

HOLLY ADKISON
Notary ID #130778791
My Commission Expires
September 11, 2024

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

EXHIBIT "A"

BEING a tract of land situated in the Edwin Rightman Survey, Abstract Number 750 and the John H. Wilson Survey, Abstract Number 964, Collin County, Texas and being all of those certain 9 Parcels described in deed to Thomas J. Carter, Jr. and Nancy O'B. Carter Family Limited Partnership, as recorded in County Clerk's Filing Number 20150827001083840, Official Public Records, Collin County, Texas, said Parcels being described in County Clerk's Filing Numbers 20020307000345140 (562.084 acres), 20021022001532840 (34.405 acres), and 20021022001532850 (63.938 acres) as recorded in the Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap found at the southwest corner of said called 562.084 acre tract, said iron being in the approximate centerline of County Road No. 135 (an existing fenced Right-of-Way) and also being the southeast corner of that certain called 50.668 acre tract of land described by deed to Timothy Earl Berry as recorded in Volume 1831, Page 176, Official Public Records, Collin County, Texas;

THENCE N 02°20'58"W, a distance of 2642.22 feet (previously recorded as N 01°4'34"W, 2642.22 feet) along the common line of the west line of said called 562.084 acre tract and the east line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set, from which a 1/2 inch iron rod found bears S 81°12'23"W, 2.74 feet;

THENCE N 88°39'27"W, a distance of 116.59 feet (previously recorded as N 87°52'07"W, 116.59 feet) along the north line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set in the east line of Block A, Wild Wood Estates, as recorded in County Clerk's Filing Number 20150120000062590, Official Public Records, Collin County, Texas;

THENCE N 01°06'19"W, a distance of 1577.08 feet (previously recorded as N 01°12'37"W, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Wild Wood Estate to a 1/2 inch iron rod found, being the northeast corner of said Wild Wood Estates and the southeast corner of Highland Crossing, as recorded in County Clerk's Filing Number 20190418010001810 (Volume 2019, Page 300), Official Public Records, Collin County, Texas;

THENCE N 01°01'42"W, a distance of 1062.81 feet (previously recorded as N 01°07'00"E, 1062.81 feet, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Highland Crossing to a 5/8 inch iron rod found, being the northeast corner of said Highland Crossing and the southeast corner of that certain called 63.9 acre tract of land described by deed to magnum Estates LLC, as recorded in County Clerk's Filing Number 20170605000723310, Official Public Records, Collins County, Texas, and also being the southwest corner of the aforementioned called 34.405 acre tract;

THENCE N 01°18'28"W, a distance of 1070.57 feet (previously recorded as N 00°34'20"W, 1071.06 feet) along the common line of the west line of said called 34.405 acre tract and the east line of said called 63.9 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found,

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

being an angle point in the west line of said called 34.405 acre tract and being the northeast corner of said called 63.9 acre tract and the southeast corner of that certain called 104.812 acre tract of land described by deed to Celina CR 138, LP, as recorded in County Clerk's Filing Number 20090105000003450, Official Public Records, Collin County, Texas;

THENCE N 01°08'25"W, a distance of 869.34 feet (previously Recorded as N 00°24'16"W, 869.50 feet) along the common line of the west line of said called 34.405 tract and the east line of said called 104.812 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found at an angle point in said common line;

THENCE N 02°23'11"W, a distance of 740.72 feet (previously recorded as N 01°39'30"W, 740.88 feet) continuing along said common line to a 1/2 inch iron rod with cap found, being the northwest corner of said called 34.405 acre tract;

THENCE N 86°50'18"E, a distance of 109.10 feet (previously recorded as N 87°34'26"E, 109.10 feet) along the north line of said called 34.405 acre tract to a Mag Nail set in the approximate centerline of County Road 138 (an existing fenced Right-of-Way);

THENCE S 66°27'15"E, a distance of 56.17 feet (previously recorded as S 65°43'07"E, 56.17 feet) continuing along said north line and with said County Road 138 to a Mag Nail set;

THENCE N 87°29'51"E, a distance of 134.38 feet (previously recorded as N 88°12'19"E, 134.87 feet) continuing along said north line and with said County Road 138 to P.K. Nail found, being the northeast corner of said called 34.405 acre tract and the northwest corner of that certain called 65.553 acre tract of land described in deed to Mesquoakee Rand, LLC, as recorded in County Clerk's Filing Number 20160106000409780, Official Public Records, Collin County, Texas;

THENCE S 01°32'47"E, a distance of 2230.40 feet (previously recorded as S 00°48'40"E, 2231.18 feet) along the common line of the east line of said called 34.405 acre tract and the west line of said called 65.553 acre tract to a 1/2 inch iron rod found at an "L" corner in said common line;

THENCE N 88°54'39"E, continuing along said common line, at 1298.13 feet pass a 5/8 inch iron rod with cap stamped "Peloton" found, in all a total distance of 1413.46 feet (previously recorded as N 89°38'10"E, 1413.44 feet) to a point in the approximate centerline of Honey Creek, being the northeast corner of said called 34.405 acre tract and the southeast corner of said called 65.553 acre tract, also being in the westerly line of that certain called 53.98 acre tract of land described by deed to Mesquoakee Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THE following courses and distances along the approximate centerline of said Honey Creek, the east line of said called 34.405 acre tract and the west line of said called 53.98 acre tract:

S 28°29'15"E, a distance of 22.49 feet to a point (previously recorded as S 27°10'42"E, 21.87 feet);

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

S 64°28'57"E, a distance of 42.27 feet to a point (previously recorded as S 63°44'49"E, 42.27 feet);

N 69°11'19"E, a distance of 85.97 feet to a point (previously recorded as N 69°55'27"E, 85.97 feet);

N 89°15'52"E, a distance of 23.40 feet to a point (previously recorded as EAST, 23.40 feet);

S 24°27'51"E, a distance of 20.94 feet to a point (previously recorded as S 23°43'43"E, 20.94 feet);

S 15°38'44"W, a distance of 59.70 feet to a point (previously recorded as S 16°22'52"W, 59.70 feet);

S 26°06'33"E, a distance of 39.32 feet to a point (previously recorded as S 25°22'25"E, 39.32 feet);

S 81°46'26"E, a distance of 36.01 feet to a point (previously recorded as S 81°02'18"E, 36.01 feet);

N 58°28'28"E, a distance of 95.25 feet to a point (previously recorded as N 59°18'36"E, 95.25 feet) ;

N 89°15'52"E, a distance of 22.92 feet to a point (previously recorded as EAST, 22.92 feet);

S 26°43'09"E, a distance of 98.28 feet to a point (previously recorded as S 25°59'01"E, 98.28 feet);

S 00°08'35"W, a distance of 98.08 feet to a point (previously recorded as S 00°08'35"W, 98.08 feet);

S 51°21'56"W, a distance of 98.25 feet to a point (previously recorded as S 51°21'56"W, 98.25 feet);

S 14°06'19"W, a distance of 110.82 feet to a point, (previously recorded as S 14°39'33"W, 111.76 feet) being in the north property line of the aforementioned called 562.084 acre tract and being the southwest corner of said called 53.98 acre tract;

THENCE N 88°00'00"E, a distance of 147.64 feet (previously recorded as N 88°43'58"E, 147.64 feet) along the north line of said called 562.084 acre tract to a point near the centerline of a secondary creek branch;

THENCE S 84°28'20"E, a distance of 228.93 feet (previously recorded as S 84°00'51"E, 229.51 feet) continuing along said north line to a 1/2 inch iron rod found, being the southwest corner of

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

that certain called 22.63 acre tract of land described by deed to Mesquoakee Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THENCE S 85°37'14"E, a distance of 370.57 feet (previously recorded as S 84°50'41"E, 369.68 feet) departing the south line of said called 23.63 acre tract and continuing along said north line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE N 73°42'57"E, a distance of 85.20 feet (previously recorded as N 74°25'50"E, 85.80 feet) continuing along said north line to a 1/2 inch iron rod found;

THENCE N 87°45'14"E, a distance of 221.96 feet (previously recorded as N 88°33'50"E, 221.20 feet) continuing along said north line to a 5/8 inch iron rod with cap stamped "Peloton" found in the south line of the aforementioned called 23.63 acre tract;

THENCE N 87°20'06"E, a distance of 499.80 feet (previously recorded as N 88°06'02"E, 500.00 feet) along the common line of the north line of said called 562.084 acre tract and the south line of said called 23.63 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found;

THENCE N 89°00'09"E, a distance of 1799.78 feet (previously recorded as N 89°44'02"E, 1800.00 feet) continuing along said common line to a point from which a P. K. Nail found in the approximate centerline of County Road Number 136 (an existing fenced Right-of-Way) bears N 79°51'55"E, 4.63 feet;

THENCE S 01°00'52"E, a distance of 3061.97 feet (previously recorded as S 00°17'43"E, 3061.97 feet) along the east line of said called 562.084 acre tract and said County Road Number 136 centerline to a 60D Nail found;

THENCE S 03°38'36"W, a distance of 61.47 feet (previously recorded as S 19°41'44"W, 85.29 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 18°51'11"W, a distance of 85.11feet (previously recorded as S 05°53'36"W, 62.08 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 06°26'53"W, a distance of 50.97 feet (previously recorded as S 07°14'16"W, 50.97 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 01°13'17"E, a distance of 770.87 feet (previously recorded as S 00°32'56"W, 770.86 feet) continuing along said east line and said centerline to a P. K. Nail found, being the most northerly southeast corner of said called 562.084 acre tract and the northeast corner of the aforementioned 63.938 acre tract;

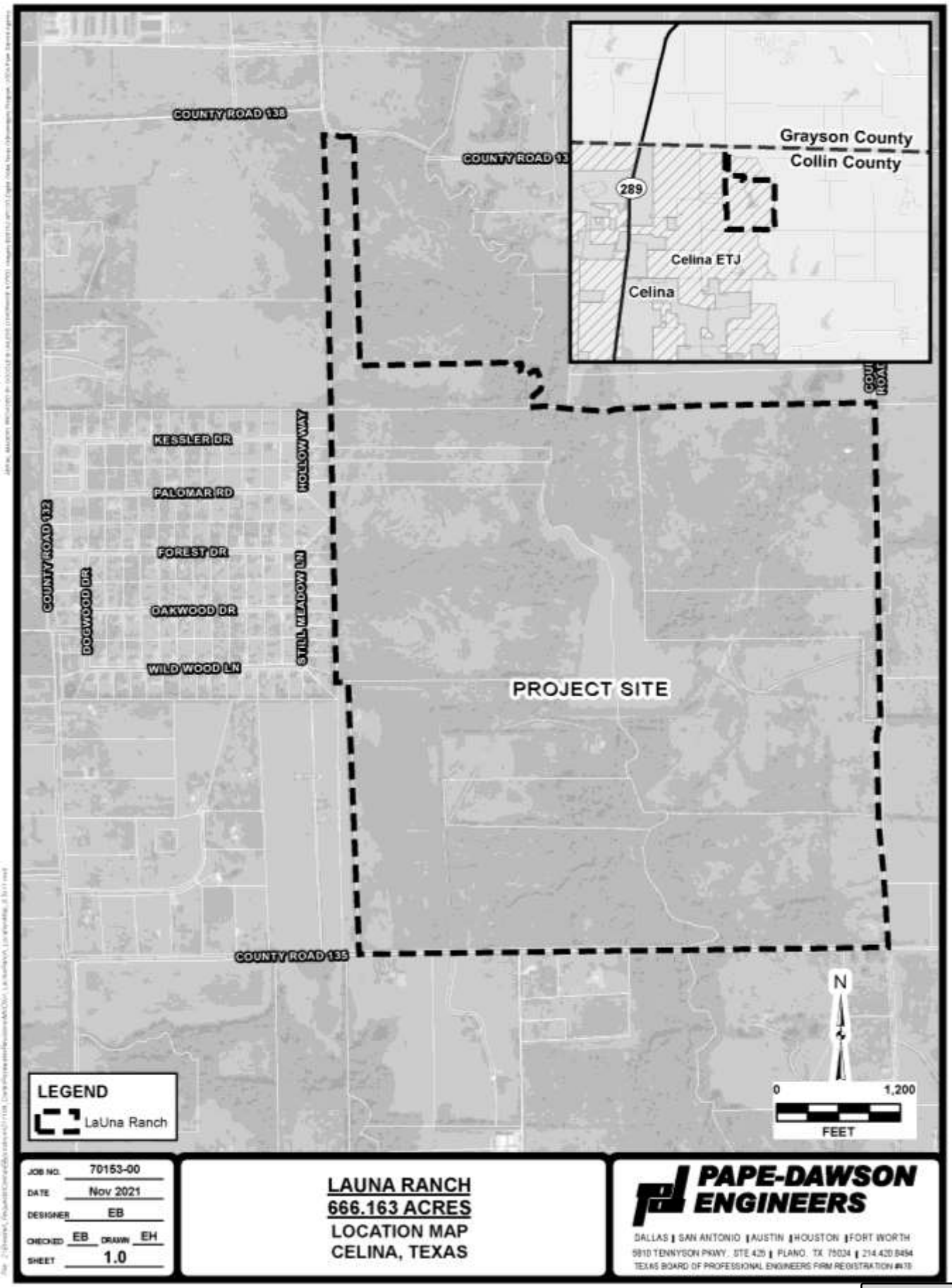
THENCE S 05°02'43"E, a distance of 648.67 feet (previously recorded as S 04°24'19"E. 648.96 feet) along the east line of said called 63.938 acre tract and continuing along said centerline to a 1/2 inch iron rod found;

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

THENCE S 03°50'11"E, a distance of 626.47 feet (previously recorded as S 03°07'17"E, 626.14 feet) continuing along said east line and said centerline to a 1/2 inch iron rod with yellow cap found, being the southeast corner of said called 63.938 acre tract and being at the approximate centerline intersection of County Road Number 135 and 136;

THENCE S 89°16'04"W, a distance of 5143.73 feet (previously recorded as West) along the approximate centerline of said County Road Number 135 returning to the Point of Beginning and containing 29,018,048 square feet or 666.163 acres of land, more or less.

Attachment: Draft Resolution (LaUna Ranch MUD Creation)



JOB NO. 70153-00
DATE Nov 2021
DESIGNER EB
CHECKED EB DRAWN EH
SHEET 1.0

LAUNA RANCH
666.163 ACRES
LOCATION MAP
CELINA, TEXAS

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PKWY. STE 425 | PLANO, TX 75024 | 214.420.8484
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: Budget Amendment FY2021-2022

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY2022 budget amendment is requested for the FY2021-2022 Operating Budget

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2021-75, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2021-2022 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2021-2022, heretofore previously adopted by Ordinance 2021-75; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2022, heretofore previously adopted by Ordinance 2021-75 duly enacted by the City Council of the City of Celina on the 14th day of September, 2021, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2022-xx Amend Budget Ordinance January 11, 2022 (FY2022 Budget Amendment January 2022)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 11th day of January 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022-xx Amend Budget Ordinance January 11, 2022 (FY2022 Budget Amendment January 2022)

Exhibit A

Meeting date: January 11, 2022
FY2022 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
116-112-000-6200	CONTRACT SERVICES	Power DMS - Compliance Management Platform	10,000.00
116-31-3050	FUND BALANCE	Law Enforcement Fund	(10,000.00)
122-112-000-6311	COMPUTER SOFTWARE	ICS Software	225,000.00
122-31-3050	FUND BALANCE	Technology Fund Balance	(225,000.00)
206-118-000-8506	ROW/EASEMENTS	Sunset Blvd. Lift Station & Force Main (S22)	2,800,000.00
206-31-3050	FUND BALANCE	Utility Impact Fund Balance	
102-115-000-6100	ADMINISTRATION	Construction Manager	45,000.00
102-400-000-4903	TRANSFER IN	Bond Admin Fee	(45,000.00)

Description
Budget Amendment Ordinance

Created By	Date			
Robin Bromiley		1/11/2022	Yes	No
Reviewed By	Date		Request Approval by Council	
Entered By	Date		Date	

Attachment: 2022-xx Amend Budget Ordinance January 11, 2022 (FY2022 Budget Amendment January

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Kim Brawner, Executive Director of Public Services
Date:	January 11, 2022
Re:	<Insert Subject/RE Here>

Action Requested:
Consider and act to authorize an agreement with Traditions Fire Consulting, LLC., for plan review and evaluation of life safety services in an amount not to exceed $50,000.00. (Berry)

Background Information:
Plan review includes review of sprinkler systems, fire services, fire alarm and detection equipment. The agreement including the fee schedule is attached.

The contract will commence upon the final signature and continue for five years.

Alternatives:
Council may reject the authorization 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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize the Agreement

Traditions Fire Consulting LLC Pricing – Municipal Reviews

Plan Review Services

- **All plan review fees are for the entire review. No re-submittal fees.**
- Maximum plan review fee per discipline - $3,000.00
- Traditions Fire Consulting will stamp the reviewed plans.
- Electronic (PDF) Review Preferred – saves reproduction costs.
- Plan review comments will be e-mailed or faxed to the client.
- Plan review turnaround time average 7-10 business days for standard reviews.
- Free telephone consulting regarding the plans/project submitted.
- Rush plan review service is available in 3-5 business days for standard projects.
- **Apartment complexes and "big box" commercial buildings call for a quote.** Typically 25% to 50% off fees listed below.

Fire Sprinkler Systems

******Additions/Relocations – Fee Based on ½ Sprinkler Head Count – Minimum Fee $150******

Number of Sprinkler Heads	Price
1 to 20	$150.00
21 to 100	$250.00
101 to 200	$350.00
201 to 300	$450.00
301 to 500	$600.00
Over 500	Call for Quote

Residential Fire Sprinkler Systems (13D)

Number of Sprinkler Heads	Price
1 to 25	$150.00
26 to 50	$200.00
51 to 100	$250.00
Over 100	$250.00 plus $0.50 for each sprinkler head over 100

Attachment: Exhibit A - Scope of Work (Plan Review - Fire)

Fire Service Underground Mains, Standpipe(s) and Fire Pumps

Type of System	Price
Fire Service Underground Main	$150.00/Page
Standpipe	$150.00/Page
Fire Pump	$150.00

Fire Alarm and Detection Systems

Number of Devices – (Initiating/Notification)	Price
1 to 20	$150.00
21 to 50	$250.00
51 to 75	$350.00
76 to 100	$450.00
101 to 200	$650.00
Over 200	Call for quote

Commercial Kitchen Hood Fire Suppression Systems

Number of Flow Points	Price
1 to 20	$150.00
21 to 50	$300.00
Over 50	$300.00 plus $5.00 for each additional flow point over 50

Gaseous Suppression/Dry Chemical Systems

Pounds of Agent	Price
1 to 100	$250.00
101 to 300	$300.00
301 to 500	$350.00
501 to 750	$400.00
751 to 1,000	$500.00
Over 1,001	$500.00 plus $0.10 per pound over 1,000

Attachment: Exhibit A - Scope of Work (Plan Review - Fire)

International Fire Code/NFPA 101 Plan Review

Building Area (square feet)	**Price**
Up to 25,000	$450.00
25,001 to 50,000	$600.00
50,001 to 75,000	$750.00
75,001 to 100,000	$900.00
Over 100,000	$1,050.00 plus $100.00 for every additional 50,000 square feet
Site Plan Review	$500.00

Attachment: Exhibit A - Scope of Work (Plan Review - Fire)

City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **Traditions Fire Consulting, LLC** (Consultant) for the **Plan Review Services**, (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant review plans related to fire systems; and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties and continue for five years. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually

Attachment: Professional Services Agreement - Fire Plan Review Traditions (Plan Review - Fire)

agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City on a monthly basis.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

5.4 Consultant shall submit invoice for the prior month by the 10th of the following month.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

Attachment: Professional Services Agreement - Fire Plan Review Traditions (Plan Review - Fire)

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

Attachment: Professional Services Agreement - Fire Plan Review Traditions (Plan Review - Fire)

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

Attachment: Professional Services Agreement - Fire Plan Review Traditions (Plan Review - Fire)

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina	**Traditions Fire Consulting, LLC.**
Purchasing 142 N. Ohio Street Celina, TX 75009 469-813-4194 Contracts@celina-tx.gov	

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

Attachment: Professional Services Agreement - Fire Plan Review Traditions (Plan Review - Fire)

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 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.

CITY OF CELINA	**CONSULTANT**
_____	_____
Jason Laumer, City Manager	_____
	Printed Name
Council Approved: January 11, 2022	**Date Countersigned:**_____

Exhibit A: Scope of Work & Fees

Exhibit B: Insurance Requirements

Attachment: Professional Services Agreement - Fire Plan Review Traditions (Plan Review - Fire)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: January 11, 2022
Re: Frontier Water Line Amendment 1

Action Requested:
Consider and act to authorize amendment 1 to the Frontier Parkway Water Line (Preston Hills to Lilyana) agreement with Freese and Nichols, Inc., in an amount not to exceed $59,900.00. (Berry)

Background Information:
On August 10, 2021 Council authorized the award the work order with Freese and Nichols (FNI) for the Frontier Parkway Water Line design. The award authorized an amount of $56,300. Staff is requesting FNI redesign the project to place the water line outside the TXDOT right-of-way.

Alternatives:
Council may reject the amendment and direct staff.

Financial Considerations:
Funding is available in the current budget and previously authorized.

Legal Review:
N/A

Supporting Documents:
Change Order

Staff Recommendation:
Authorize the Amendment

AMENDMENT TO CONTRACT

W-16: Frontier Parkway 12-inch Water Line Improvements,

Amendment #1

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Freese and Nichols, Inc.**, (hereinafter referred to as the "Provider") for W-16: **Frontier Parkway 12-inch Water Line Improvements**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment #1 modifies the following conditions to the original contract.

Scope:

The purpose of the 90% redesign is to minimize the linear footage (LF) within Texas Department of Transportation (TxDOT) right-of-way (ROW).

Basic Services:

1. Redesign the previous 90% plans for the 12-inch water line along Frontier Parkway (FM 1461).
    a. This will impact approximately 3,150 LF out of a total 3,950 LF.
    b. There are currently five (5) properties identified that will require easement modifications.
    c. See *Proposed Water Line Re-Alignment Sketch* Attachment for limits.
2. Provide updated alignment for review before moving to 90% design.
3. Provide updated 90% Opinion of Probable Construction Cost (OPCC).
4. Provide a 90% submittal and review meeting.
5. Provide a 100% submittal after receiving 90% submittal comments.
6. Coordination with overhead utility companies for encroachment agreements.
7. TxDOT coordination for water line inside ROW and franchise coordination.

Special Services:

1. Updated survey to capture new water line limits not captured in the previous survey. This will be 25 foot wide outside of TxDOT ROW.
2. Updated Subsurface Utility Exploration (SUE) to capture Coserv line to Coit Road Substation.
    i. 1 day of Level B SUE.
    ii. Three (3) 8-foot test holes for Level A SUE.
3. Provide updates on five (5) permanent easements and temporary construction easements.
4. Provide an updated easement strip map for acquisition coordination.

Deliverables:

1. Revised easement strip map.
2. Five (5) revised easement documents.
3. Six (6) revised plan and profile sheets.
4. Provide updated alignment for review before moving to 90% design.
5. 90% design submittal, including Contract Documents and OPCC.
6. 100% design submittal, including Contract Documents and OPCC.

Attachment: Amendment 1 (Frontier Water Line Amendment)

Owner Responsibility:

1. Right of Entry needs to be expedited to meet the TxDOT schedule; Owner will need to aid in the Right of Entry for the survey and SUE.

Project Schedule:

Provider is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

1. Submit 90% Package: 2 Months after Notice to Proceed
2. Submit Final Package: 1 Month after 90% Review Comments received from Owner
3. Bid Phase: To Follow after Final Package
4. Construction Phase Services: To Be Determined

If Provider's services are delayed, through no fault of Provider, Provider shall be entitled to equitable adjustment of rates and amounts of compensation, and Provider shall be entitled to adjust contract schedule consistent with the number of days of delay.

Compensation:

The total project compensation is **$59,900.00**. The Basic Services (lump sum) compensation is **$39,350.00** and Special Services (hourly) compensation is **$20,550.00.**

Task	Services	Current Contract Amount	W-16 Amendment #1	Amended Contract Total
	Basic Services (Lump Sum)			
W16	Frontier/Preston/Liliana	$55,200.00	$39,350.00	$94,550.0
	Total Basic Services (Lump Sum)	**$55,200.00**	**$39,350.00**	**$94,550.0**
	Special Services (Hourly)			
W16	Frontier/Preston/Liliana	$1,100.00	$20,550.00	$21,650.0
	Total Special Services (Hourly)	**$1,100.00**	**$20,550.00**	**$21,650.0**
	Grand Total	**$56,300.00**	**$59,900.00**	**$116,200.0**

* Note: Survey effort is $12,450 and SUE is $8,100

Attachment: Amendment 1 (Frontier Water Line Amendment)

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA	**FREESE AND NICHOLS, INC.**
	Nicholas Lester
Printed Name & Title	Nicholas Lester, Vice President Printed Name & Title
Date	12/13/2021 Date

Attachment: Amendment 1 (Frontier Water Line Amendment)

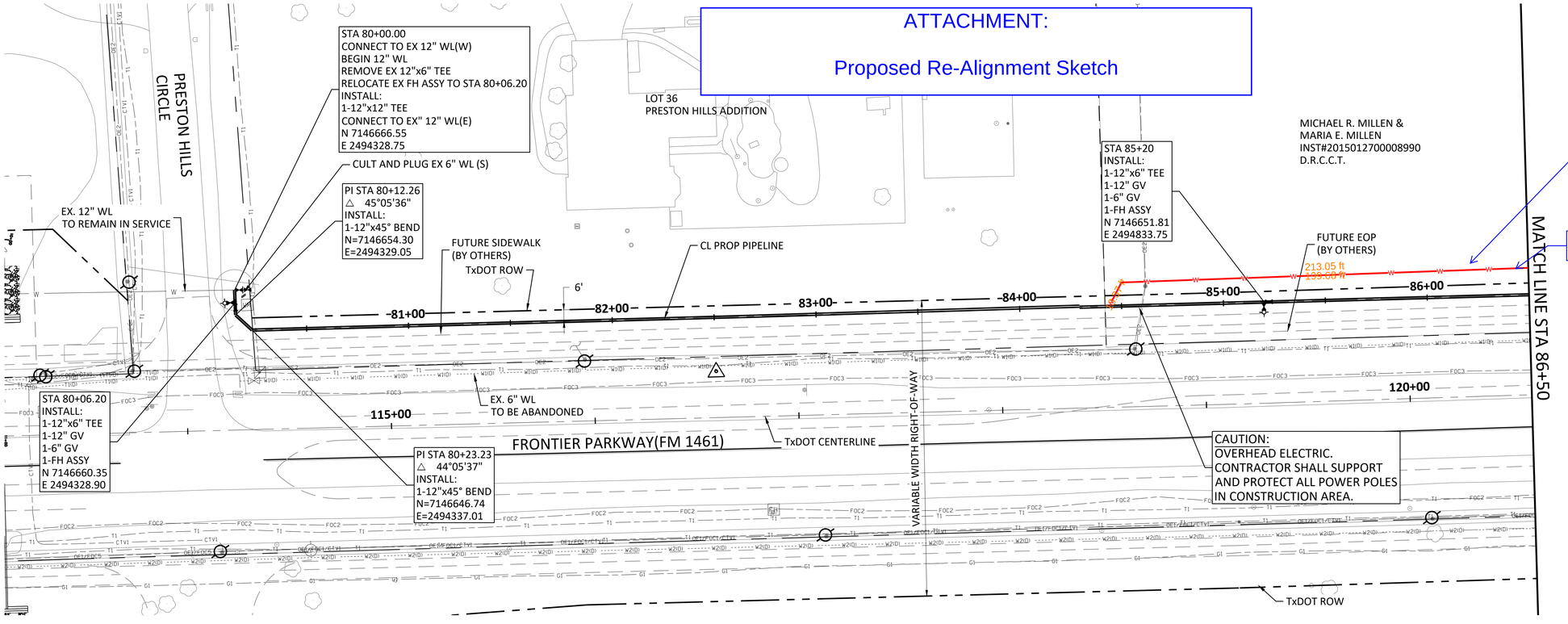
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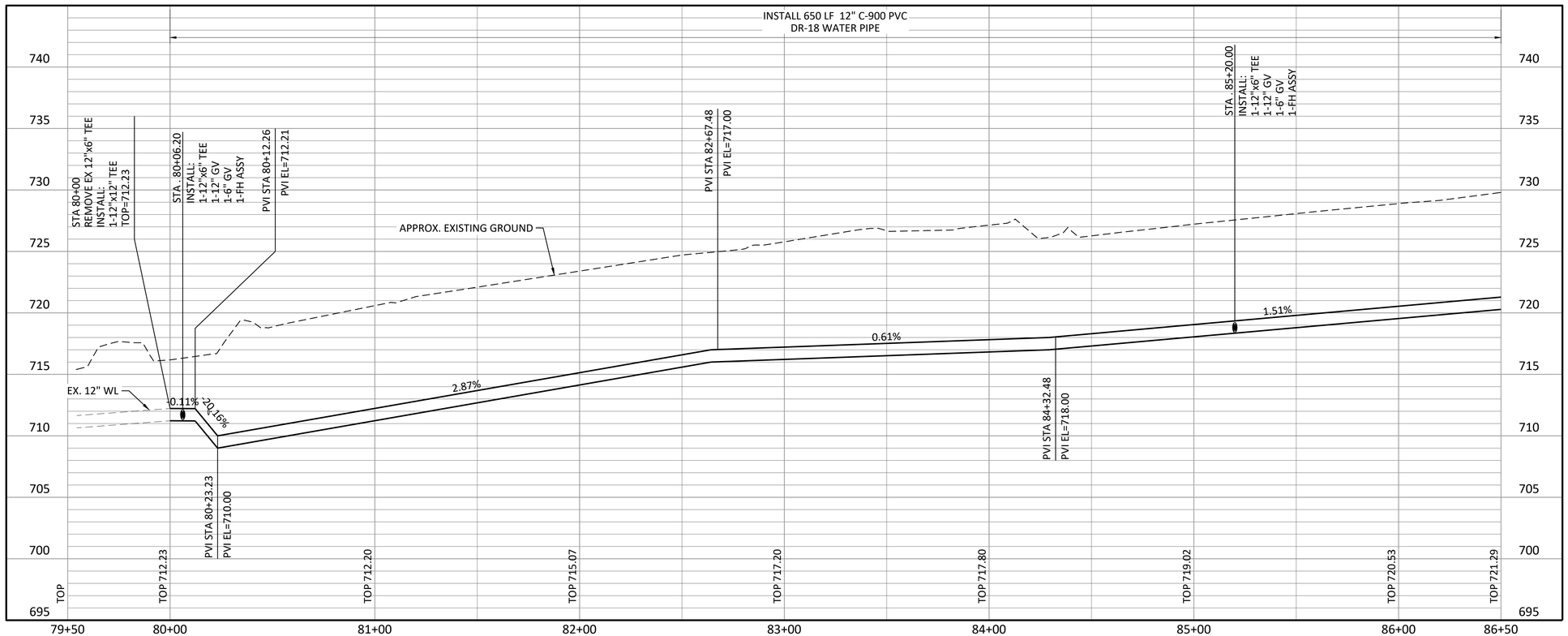
Proposed
Re-Alignment Sketch

Attachment: Amendment 1 (Frontier Water Line Amendment)

ATTACHMENT:

Proposed Re-Alignment Sketch





NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING WATER LINE AND MAINTAIN SERVICE AT ALL TIMES.
3. DEFLECTED JOINTS TO BE AT 75% OF PIPE MANUFACTURER'S RECOMMENDATION.
4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL THROUGHOUT CONSTRUCTION.
5. CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENTS AT ALL TIMES.
6. MINIMUM DEPTH OF COVER TO BE 8 FOOT PER TxDOT REQUIREMENT, UNLESS OTHERWISE NOTED.
7. 24" MIN CLEARANCE FROM EXISTING UTILITIES.
8. TREES TO BE REMOVED BY TxDOT.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

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NORTH

SCALE IN FEET
HORIZONTAL
0 10' 20' 40' 80'

SCALE IN FEET
VERTICAL
0 5' 10'

FREESE NICHOLS
5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201
Fax - (972) 624-9202
Web - www.freese.com

CITY OF CELINA, TEXAS
FRONTIER PARKWAY
12 INCH WATERLINE IMPROVEMENTS
CIVIL
PLAN AND PROFILE
STA 80+00 TO STA 86+50

NO.	ISSUE	BY	DATE

F&N JOB NO. CEL16567
DATE 3/17/21
DESIGNED AR
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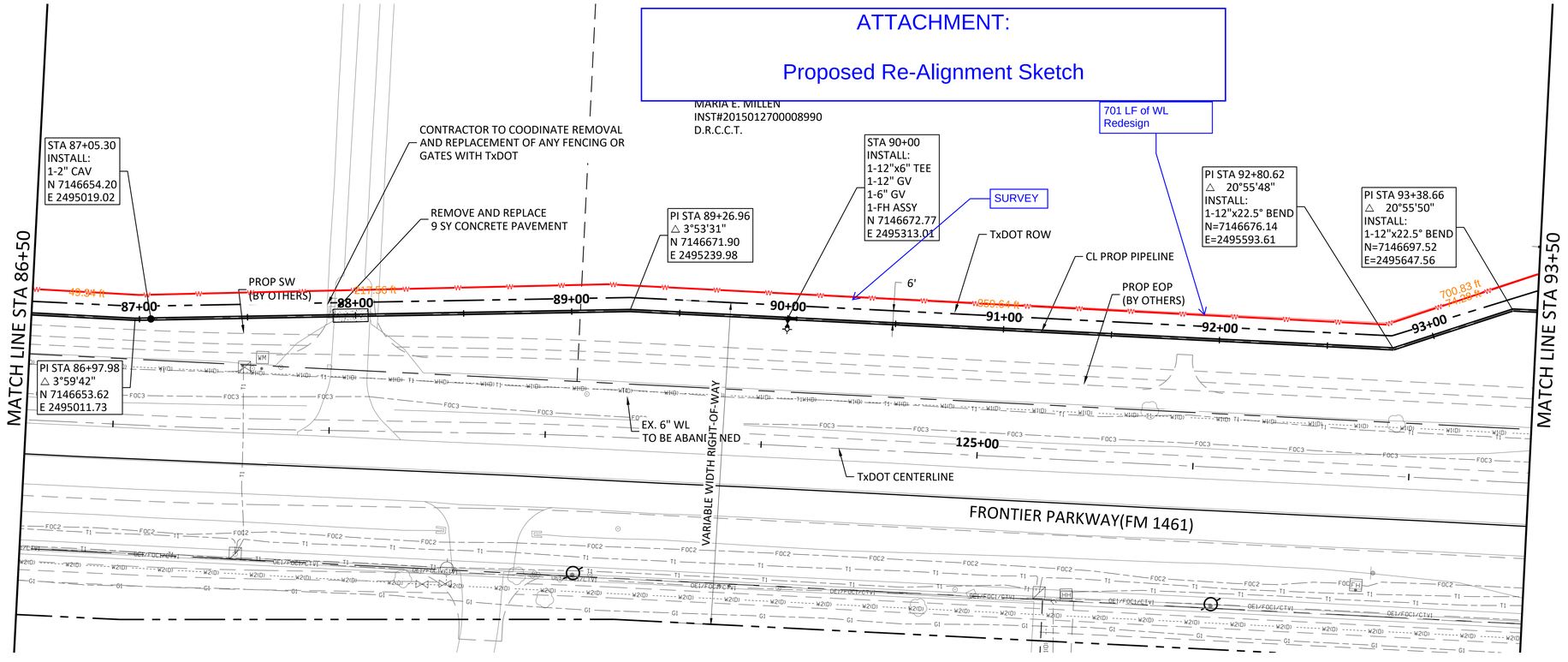
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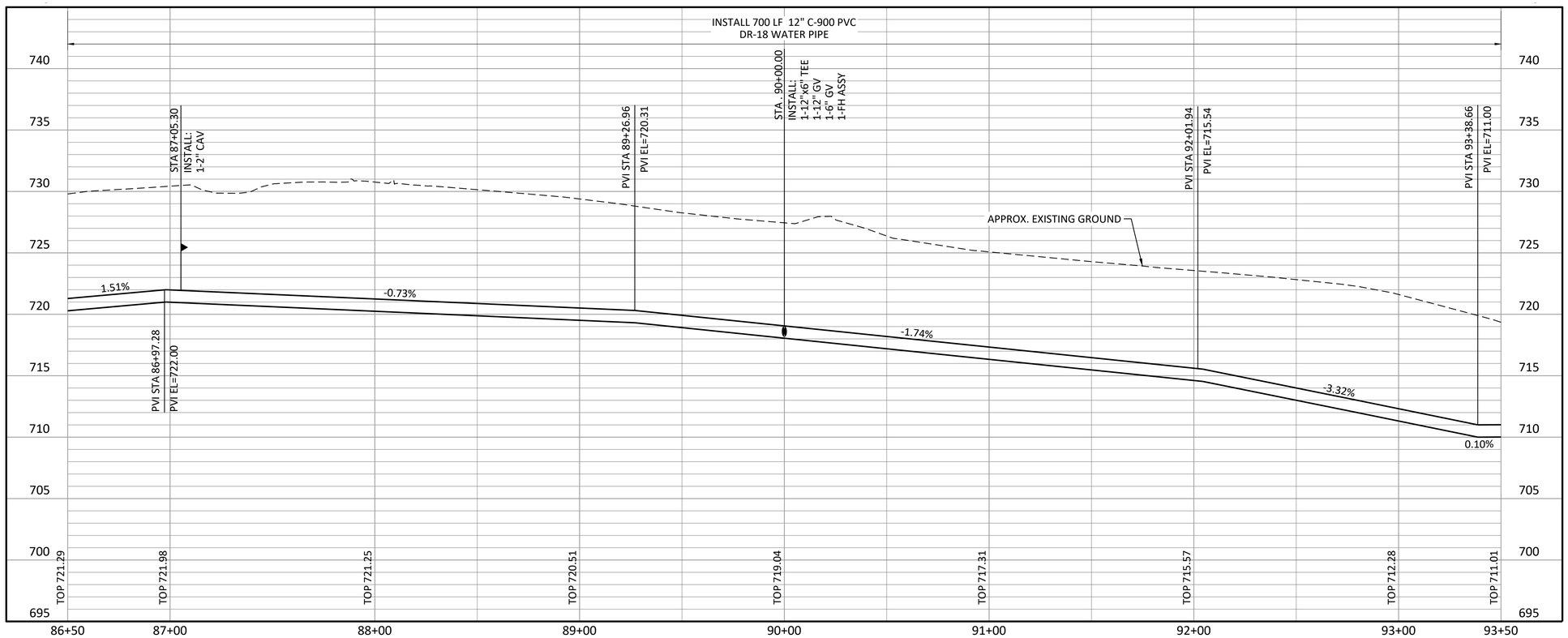
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ATTACHMENT:

Proposed Re-Alignment Sketch





NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.

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Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

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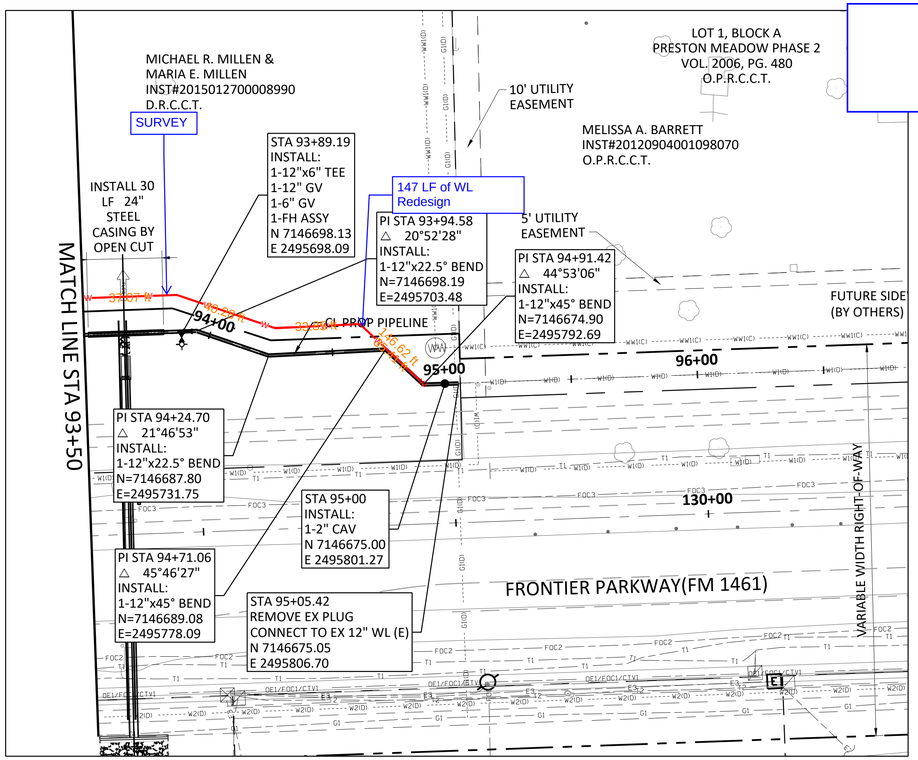
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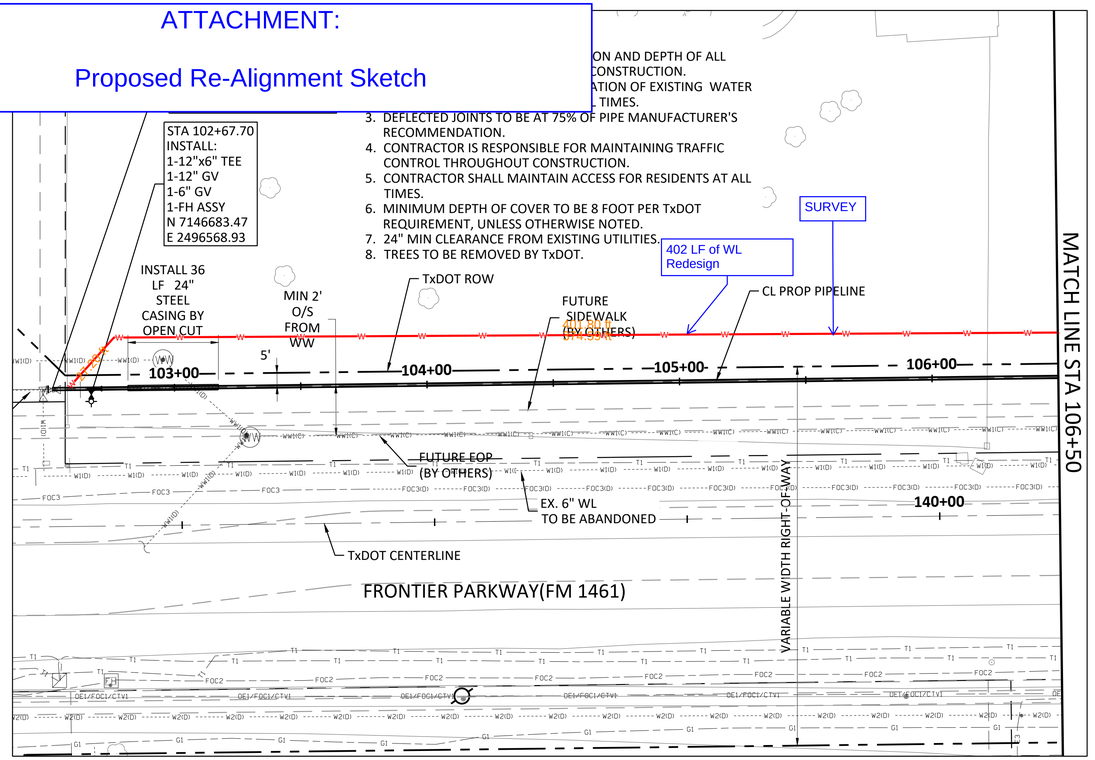
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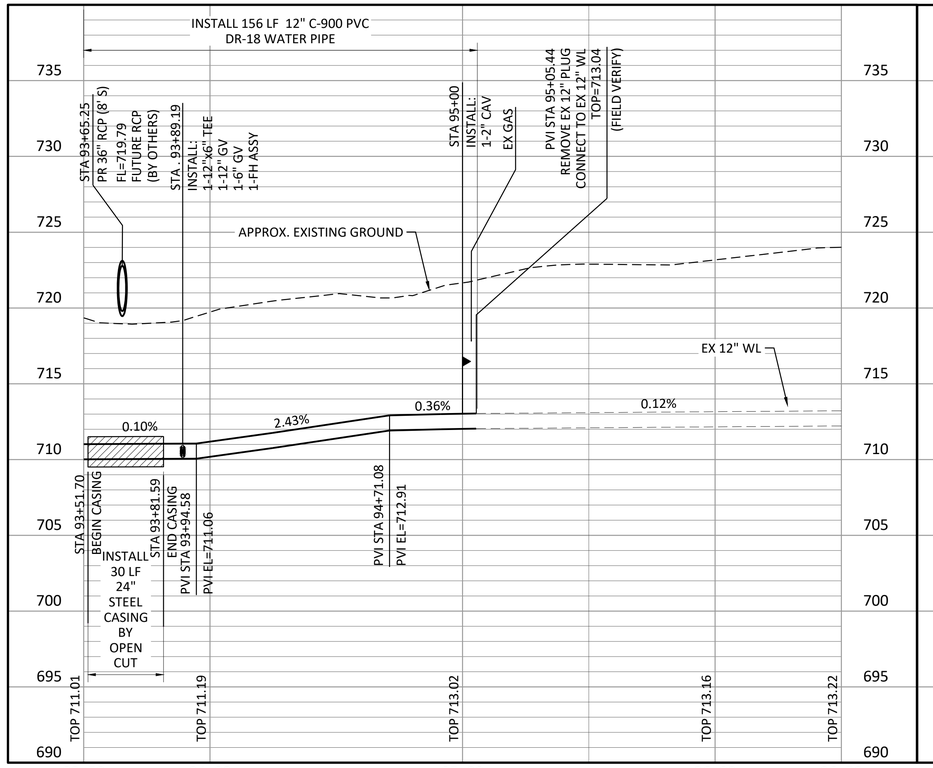
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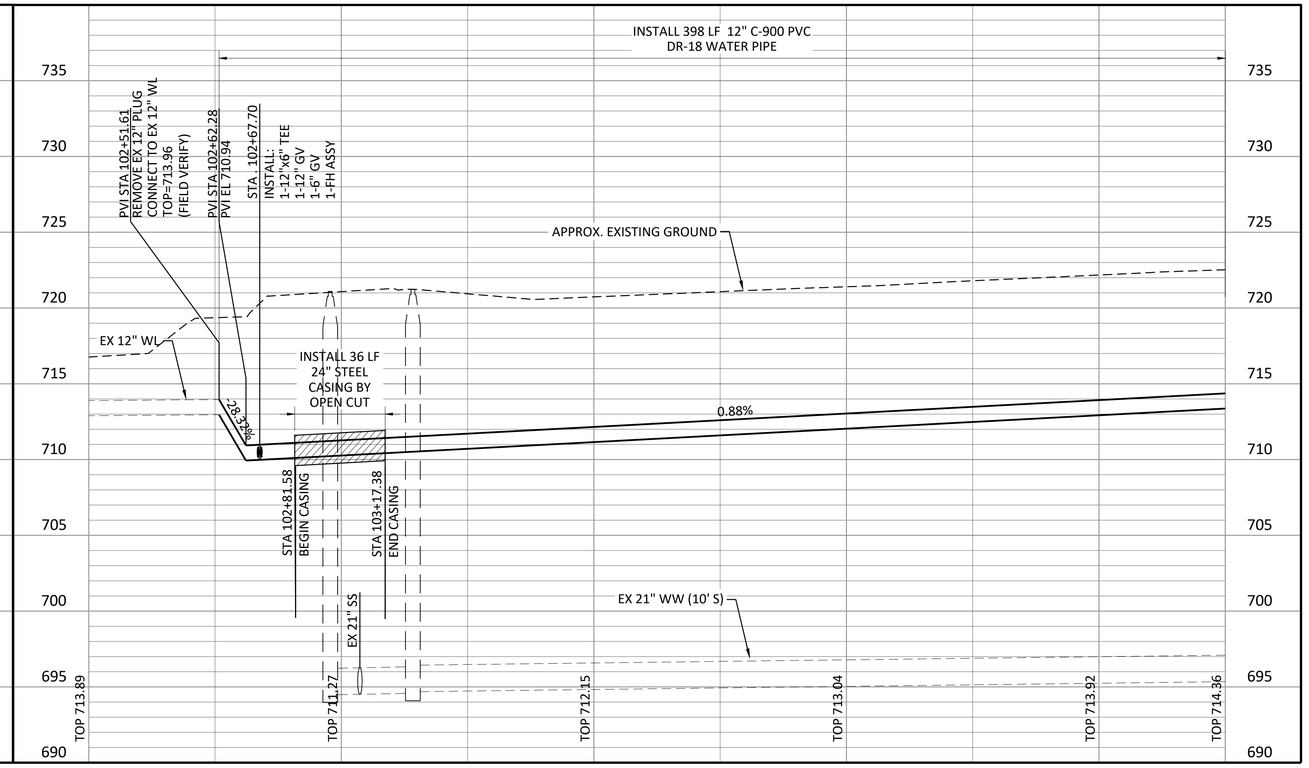
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Proposed Re-Alignment Sketch









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(Frontier Water Line Amendment)

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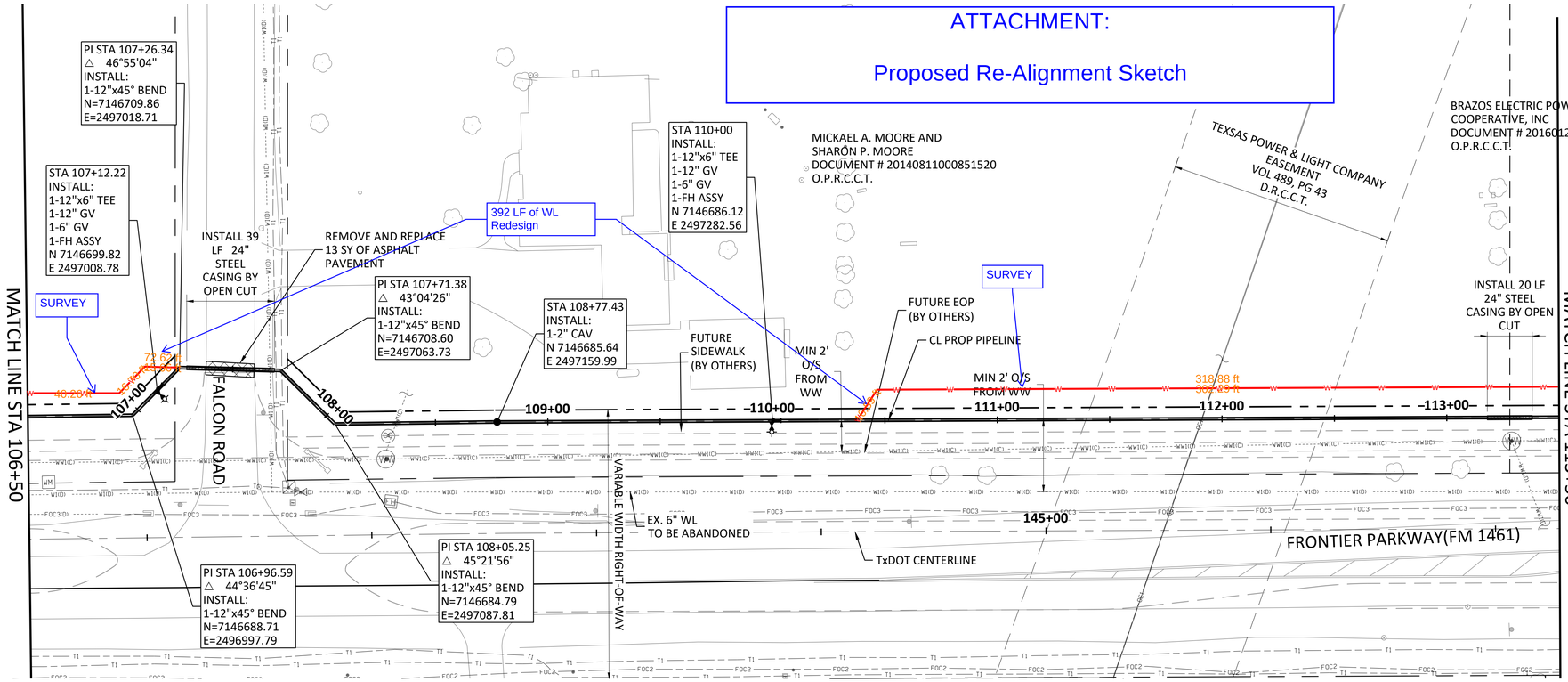
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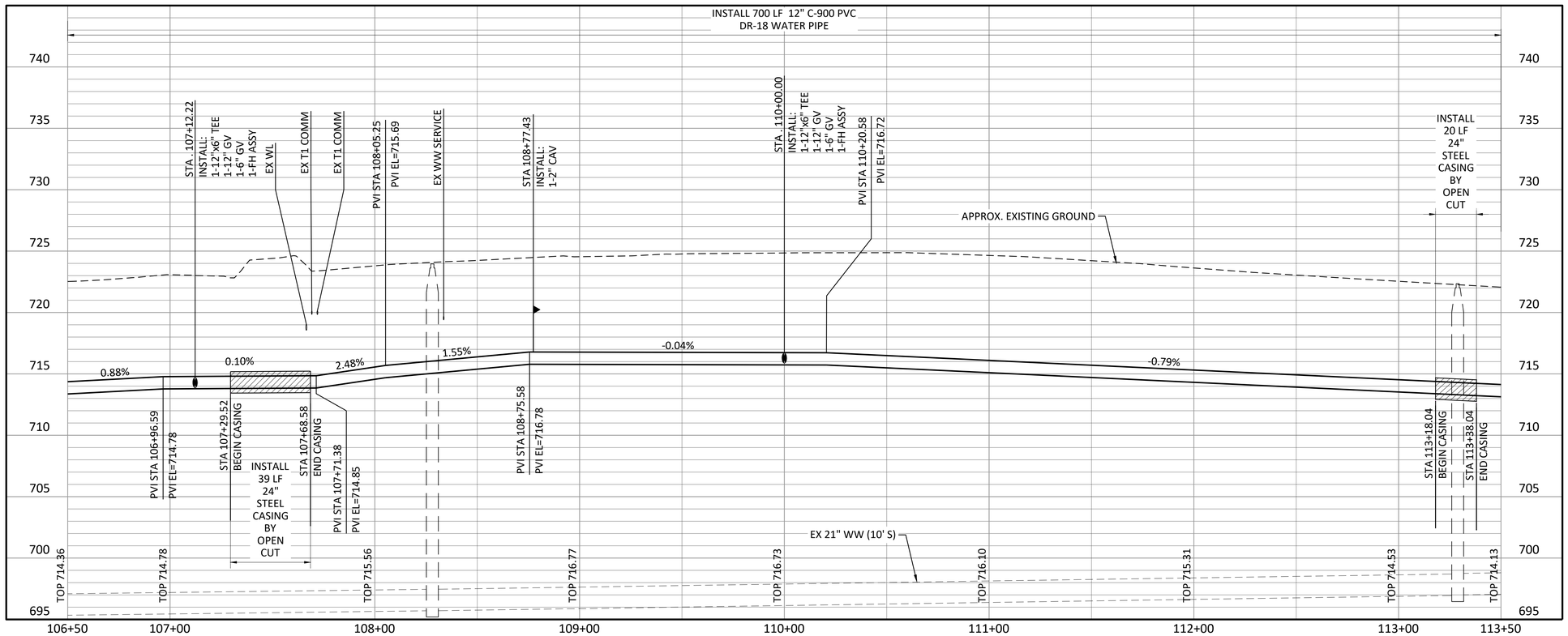
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CITY OF CELINA, TEXAS
FRONTIER PARKWAY
12 INCH WATERLINE IMPROVEMENTS

PLAN AND PROFILE
STA 106+50 TO STA 113+50

NO.	ISSUE	BY	DATE

F&N JOB NO. CEL16567
DATE 3/17/21
DESIGNED AR
DRAWN JP
REVISED -
CHECKED -
FILE NAME CV-ALL-PP12WL.dwg

VERIFY SCALE
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET C-4
SEQ. .

Attachment: Amendment 1 (Frontier Water Line Amendment)

ACAD Rel: 23.1s (LMS Tech)
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Plot Date: 5/17/2021 3:27 PM Plot By: 02132 Filename: N:\WTU\Drawings\2021\CV-ALL-PP12WL.dwg

ATTACHMENT:

Proposed Re-Alignment Sketch

SUE area

BRAZOS ELECTRIC POWER COOPERATIVE, INC
DOCUMENT # 20160129000111830
O.P.R.C.C.T.

FRONTIER RETAIL PARTNERS, LP
DOCUMENT
#20161221001731270
O.P.R.C.C.T.

CL PROP PIPELINE

PI STA 117+60.30
△ 45°23'42"
INSTALL:
1-12"x45° BEND
N=7146752.17
E=2498016.21

INSTALL 42 LF 24" STEEL CASING BY OPEN CUT

INSTALL 50 LF 24" STEEL CASING BY BORE

INSTALL 25 LF 24" STEEL CASING BY OPEN CUT

PI STA 1
△ 44°
INSTALL
1-12"x4
N=7146752.61
E=2498176.47

STA 119+50.53
INSTALL:
1-12"x6" TEE
1-12" GV
1-6" GV
1-FH ASSY
N 7146731.66
E 2498197.90

SURVEY

SURVEY

MATCH LINE STA 113+50

MATCH LINE STA 120+50

STA 114+00
INSTALL:
1-12"x6" TEE
1-12" GV
1-6" GV
1-FH ASSY
N 7146687.68
E 2497682.55

MIN 2' O/S FROM WW

FUTURE EOP (BY OTHERS)

WW
20' TRANS.ESMT

EXISTING 3PH COSERV

EXISTING COSERV VAULT

MIN. 2' SEPARATION FROM WASTEWATER

114+00

115+00

116+00

117+00

118+00

119+00

120+00

5'

x65.77 ft

590.22 ft
N65°23'42"E

30' PROP EASEMENT

65.19 ft

COIT ROAD

PROP BORE PIT

PROP BORE PIT

PI STA 116+71.44
△ 45°19'46"
INSTALL:
1-12"x45° BEND
N=7146688.74
E=2497953.99

PI STA 119+81.57
△ 44°35'17"
INSTALL:
1-12"x45° BEND
N=7146709.95
E=2498220.10

FUTURE SIDEWALK (BY OTHERS)

664 LF of WL Redesign

EX. 6" WL TO BE ABANDONED

150+00

VARIABLE WIDTH RIGHT-OF-WAY

TxDOT CENTERLINE

FRONTIER PARKWAY(FM 1461)

NORTH

0 10' 20' 30' 60'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

INSTALL 700 LF 12" C-900 PVC
DR-18 WATER PIPE

STA . 114+00.00
INSTALL:
1-12"x6" TEE
1-12" GV
1-6" GV
1-FH ASSY

PVI STA 116+71.44
PVI EL=711.00

PVI STA 117+60.30
PVI EL=709.00

STA 117+62.31
BEGIN CASING

EX T1 COMM

STA 118+03.87
END OPEN CUT CASING
BEGIN BORE CASING

STA 118+53.71
END BORE CASING
BEGIN OPEN CUT CASING

STA 118+78.42
END CASING

PVI STA 119+20.56
PVI EL=708.83

STA . 119+50.53
INSTALL:
1-12"x6" TEE
1-12" GV
1-6" GV
1-FH ASSY

PVI STA 119+81.57
PVI EL=706.82

APPROX. EXISTING GROUND

PVI STA 113+70.58
PVI EL=713.97

-0.79%

-0.99%

-2.25%

-0.11%

-3.28%

-0.44%

EX 21" WW (10' S)

INSTALL 42 LF 24" STEEL CASING BY OPEN CUT

INSTALL 50 LF 24" STEEL CASING BY BORE

INSTALL 25 LF 24" STEEL CASING BY OPEN CUT

TOP 714.13
TOP 713.68
TOP 712.69
TOP 711.71
TOP 710.36
TOP 708.96
TOP 708.85
TOP 706.74
TOP 706.52

735
730
725
720
715
710
705
700
695
690

113+50
114+00
115+00
116+00
117+00
118+00
119+00
120+00
120+50

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING WATER LINE AND MAINTAIN SERVICE AT ALL TIMES.
3. DEFLECTED JOINTS TO BE AT 75% OF PIPE MANUFACTURER'S RECOMMENDATION.
4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL THROUGHOUT CONSTRUCTION.
5. CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENTS AT ALL TIMES.
6. MINIMUM DEPTH OF COVER TO BE 8 FOOT PER TxDOT REQUIREMENT, UNLESS OTHERWISE NOTED.
7. 24" MIN CLEARANCE FROM EXISTING UTILITIES.
8. TREES TO BE REMOVED BY TxDOT.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF: AARON REDDER, P.E. TEXAS NO.: 116971 ON DATE: 5/3/21 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201
Fax - (972) 624-9202
Web - www.freese.com

CITY OF CELINA, TEXAS
FRONTIER PARKWAY
12 INCH WATERLINE IMPROVEMENTS
CIVIL
PLAN AND PROFILE
STA 113+50 TO STA 120+50

NO.	ISSUE	BY	DATE

F&N JOB NO. CEL16567
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VERIFY SCALE
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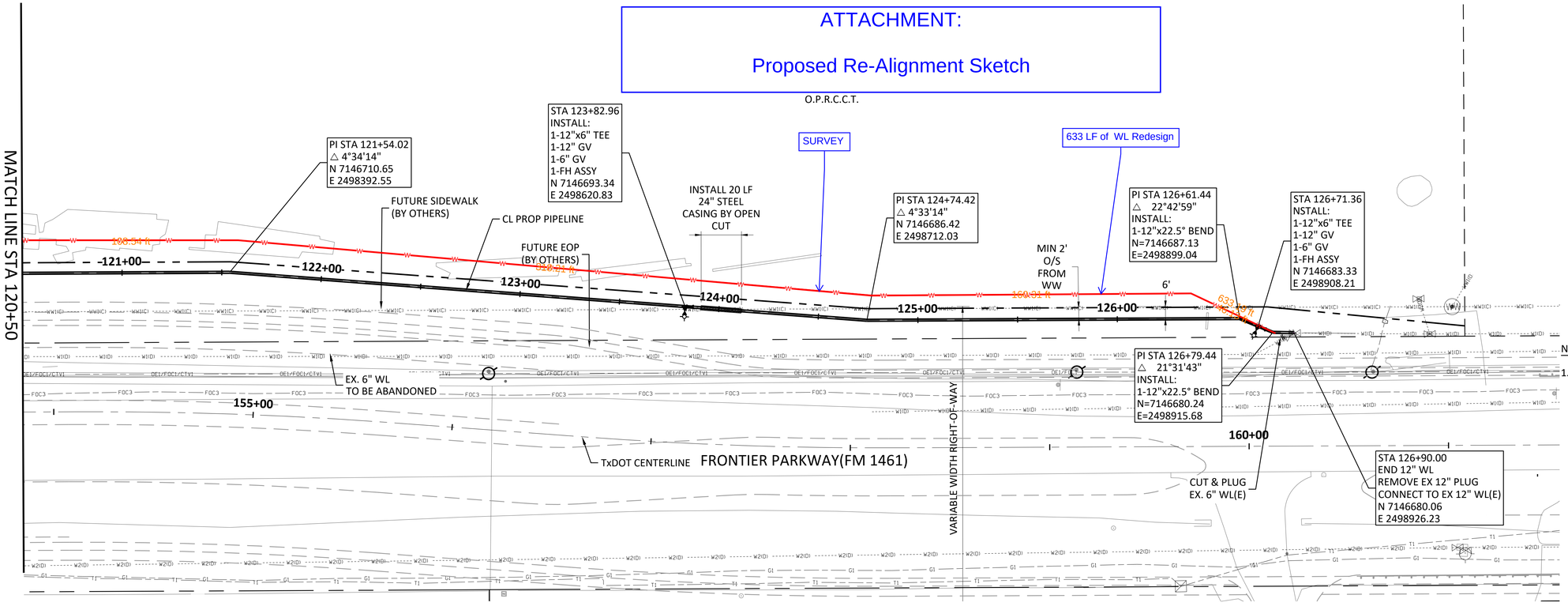
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Attachment: Amendment 1 (Frontier Water Line Amendment)

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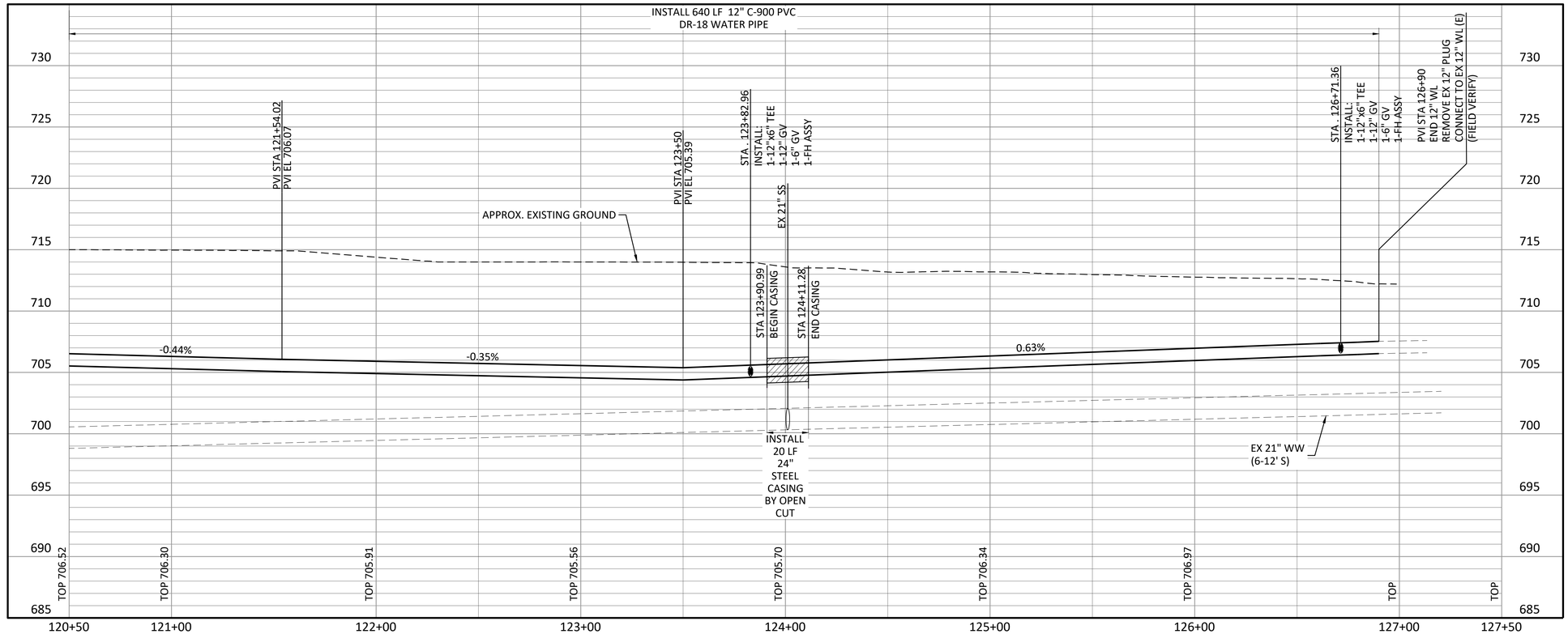
ATTACHMENT:

Proposed Re-Alignment Sketch



NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.



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8. TREES TO BE REMOVED BY TxDOT.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF: AARON REDDER, P.E.
TEXAS NO.: 116971 ON DATE: 5/3/21
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

NORTH

0 10' 20' 30' 60'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

FREESE NICHOLS
5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201
Fax - (972) 624-9202
Web - www.freese.com

CITY OF CELINA, TEXAS
FRONTIER PARKWAY
12 INCH WATERLINE IMPROVEMENTS
CIVIL
PLAN AND PROFILE
STA 120+50 TO END

NO.	ISSUE	BY	DATE

FAN JOB NO. CEL16567
DATE 3/17/21
DESIGNED AR
DRAWN JP
REVISED -
CHECKED -
FILE NAME CV-ALL-PP12WL.dwg

VERIFY SCALE
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0 1"

SHEET C-6
SEQ. .

Attachment: Amendment 1 (Frontier Water Line Amendment)

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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 Director
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	The Cottages - 2nd DA Amendment

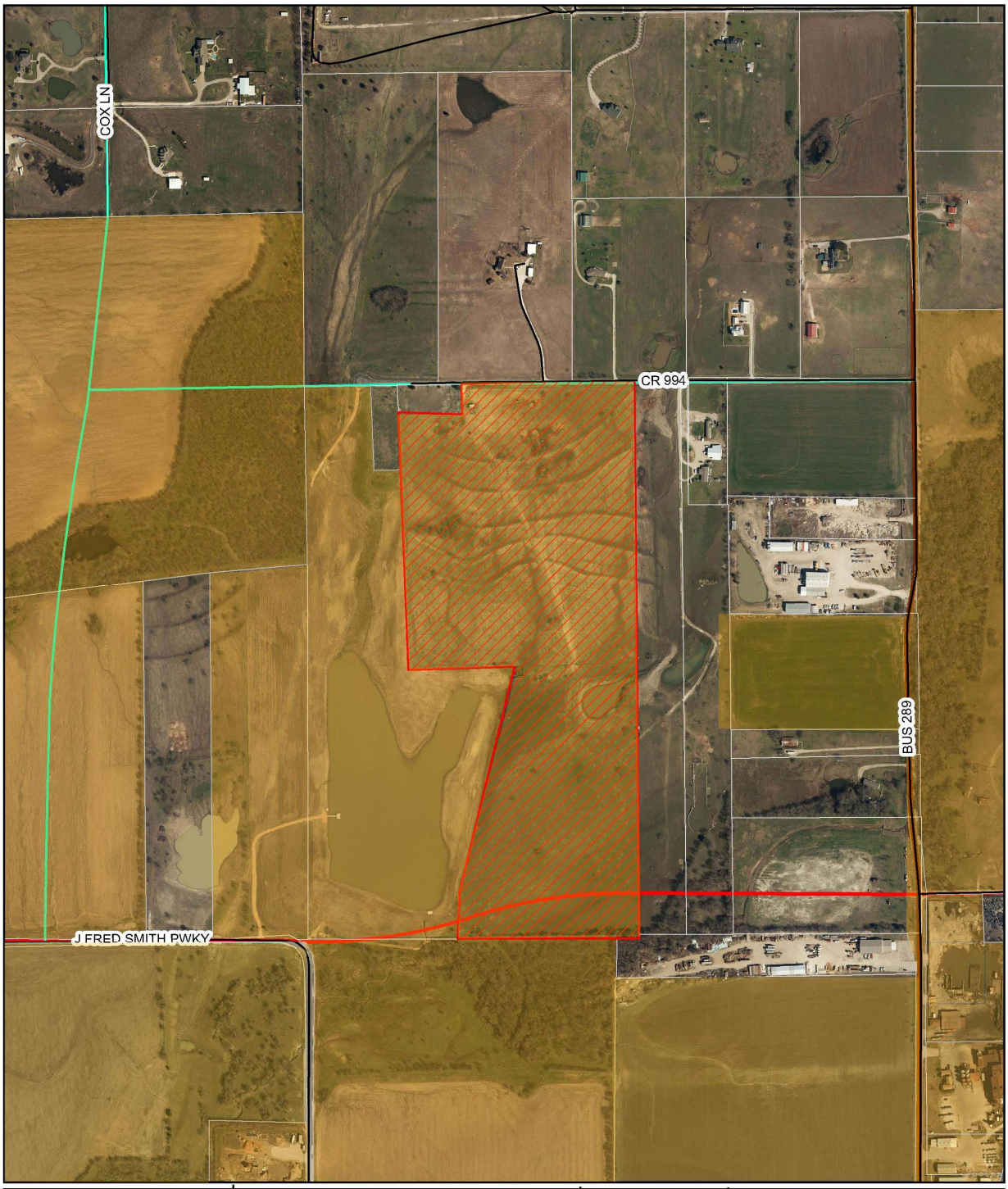
Action Requested:
Consider and act upon an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages - 2nd DA Amendment) (Mohan)

Applicant:
James Land & Development Company
102 E. Broadway Street, Suite 940
Prosper, TX 75078

Background Information:
This is an amendment to an existing development agreement that was approved by Council in December 2018 and revised in 2020. Amendments include minor changes to the Concept Plan, waterline, off-site improvements, developer contributions, and changes to fees.

Supporting Documents:
- Location Map
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval.



CELINA TEXAS est. 1876
Life Connected.

The Cottages
Location Map

Date: 11/3/2020

Legend
- Roads
- SubjectProperty
- City Limits
- Parcels

N
W E
S

0 425 850 Feet

Attachment: Location Map (The Cottages - 2nd DA Amendment)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (The Cottages)

This First Amendment to the Amended and Restated Development Agreement (this "First Amendment") is entered into by and between **James Land & Development, LLC** (the "Developer"), and the **City of Celina** (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this First Amendment ("Effective Date") (which are sometimes individually referred to as a "Party" and collectively as the "Parties").

ARTICLE I
RECITALS

WHEREAS, the Parties entered into an Amended and Restated Development Agreement on October 20, 2020, recorded in the real property records of Collin County on November 10, 2020, as Document No. 20201110001998580 (the "Development Agreement"), governing the development of approximately 50.363 acres of land (the "Property"), as described in **Exhibit A** and **Exhibit B** of the Development Agreement; and

WHEREAS, the Parties desire to amend the Development Agreement for the purposes set forth in this First Amendment; and

WHEREAS, the Parties intend that this First Amendment is a development agreement as provided for by state law in Section 43.016 and Section 212.171 *et seq* of the Texas Local Government Code and are proceeding in reliance on the enforceability of this First Amendment; and

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

AMENDMENT

Section 1. Concept Plan. The Parties agree that the Concept Plan attached as **Exhibit C-1** to the Development Agreement shall be amended and replaced in its entirety with the Concept Plan attached as **Exhibit C-1** to this First Amendment.

Section 2. Phase 2 Waterline. The Parties agree that the Phase 2 Waterline attached as **Exhibit G** to the Development Agreement shall be amended and replaced in its entirety with the Phase 2 Waterline attached as **Exhibit G** to this First Amendment.

Section 3. Off-Site Improvements. Section 3.1(b) of the Development Agreement is hereby amended to read as follows:

(b) The following offsite improvements will be required to be constructed by Developer as part of development of the Property:

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

Phase 1 (up to 176 lots):

- Construct approximately 650 feet of a 15-inch sewer line from J. Fred Smith Parkway to the point of connection with the existing 21-inch sewer line located south of J. Fred Smith Parkway.
- Construct approximately 2,000 feet of CR 994 from N. Louisiana Drive (Business 289) to the eastern edge of the proposed development as an asphalt roadway, using the cross section from the Tensar Geogrid Application Report, dated June 28, 2021, attached hereto as **Exhibit H.**

Phase 2 (southern half – south of floodplain):

- Dedicate right-of-way for J. Fred Smith Parkway, following final approved alignment that may or may not affect the layout of Phase 2.
- Construct approximately 700 feet of J Fred Smith Parkway as a 28 feet wide concrete roadway from the western edge of the proposed development to N Florida Drive (CR 57) to serve as a second point of connection/access ("Smith Parkway") and City shall reimburse Developer the cost of such construction up to $1,000,000. However, if City builds Smith Parkway prior to the time Developer is required to build Smith Parkway, then City shall pay the full costs of construction and Developer will not be required to build Smith Parkway.

Section 4. Developer Contributions. Section 3.1(c) of the Development Agreement is hereby amended to read as follows:

(c) The following contributions to improvements will be required as part of this development:

1. Developer shall pay $250,000 to City as contribution to the Phase 1 Waterline upon City's acceptance of the Public Infrastructure within the plat of Phase 1 for the Property ("Phase 1 Waterline Contribution").

2. If the City constructs the Phase 2 Waterline, then Developer shall pay City $500,000 prior to building permits being issued for Phase 2 for the Property ("Phase 2 Waterline Contribution").

3. The City will use all commercially reasonable good faith efforts to obtain all easements and rights of way and to commence construction of Phase 1 Waterline by June 1, 2022 ("Phase 2 Waterline Start Date").

4. The City will use all commercially reasonable good faith efforts to complete construction of Phase 1 Waterline on or before September 1, 2022 ("Phase 2 Waterline Completion Date").

5. The City shall allow the Developer to use any available testing methods to test any and all Public Infrastructure within the Property prior to completion of the Phase 1 Waterline.

Section 5. Capital Recovery Fees. Section 5.2 of the Development Agreement is hereby amended in its entirety to read as follows:

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

5.2 Capital Recovery Fees. The Developer is responsible for the construction of all on-site and off-site Public Infrastructure, to the extent such Public Infrastructure is necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the City will apply to the Property**. Instead, for Phase 1 (up to 176 lots) the Developer agrees to pay and City agrees to set (a) roadway capital recovery fees not to exceed $0.00 per single-family residential lot, (b) water capital recovery fees not to exceed $800.00 per single-family residential lot, and (c) wastewater capital recovery fees not to exceed $800.00 per single-family residential lot; and for all other lots and phases, the Developer agrees to pay and City agrees to set (a) roadway capital recovery fees not to exceed $1,500.00 per single-family residential lot, (b) water capital recovery fees not to exceed $1,500.00 per single-family residential lot, (c) wastewater capital recovery fees not to exceed $1,500.00 per single-family residential lot, and (d) waive the requirement for payment of any Impact Fees. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each single-family residential lot.

Section 6. Public Education Support. The Development Agreement is hereby amended to add Section 5.9 to read as follows:

5.9 Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit I**, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit I**.

Section 7. Exhibits. Section 11.12 of the Development Agreement is amended to include the following exhibits:

Exhibit C-1	Concept Plan
Exhibit G	Phase 2 Waterline
Exhibit H	Tensar Geogrid Application Report, dated June 28, 2021
Exhibit I	Education Fund Agreement

Section 8. No Other Amendments. Subject to the amendments contained in this First Amendment, all provisions of the Development Agreement remain in full force and effect.

Section 9. Counterparts. 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.

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

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

APPROVED AS TO FORM

_____
Julie Fort, Attorney for City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 202_ 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 (The Cottages - 2nd DA Amendment)

DEVELOPER:

James Land & Development, LLC
a Texas limited liability company

By:_____

Name: Adam James
Title: Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 202_ by _____, a Manager of **James Land & Development, LLC,** a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

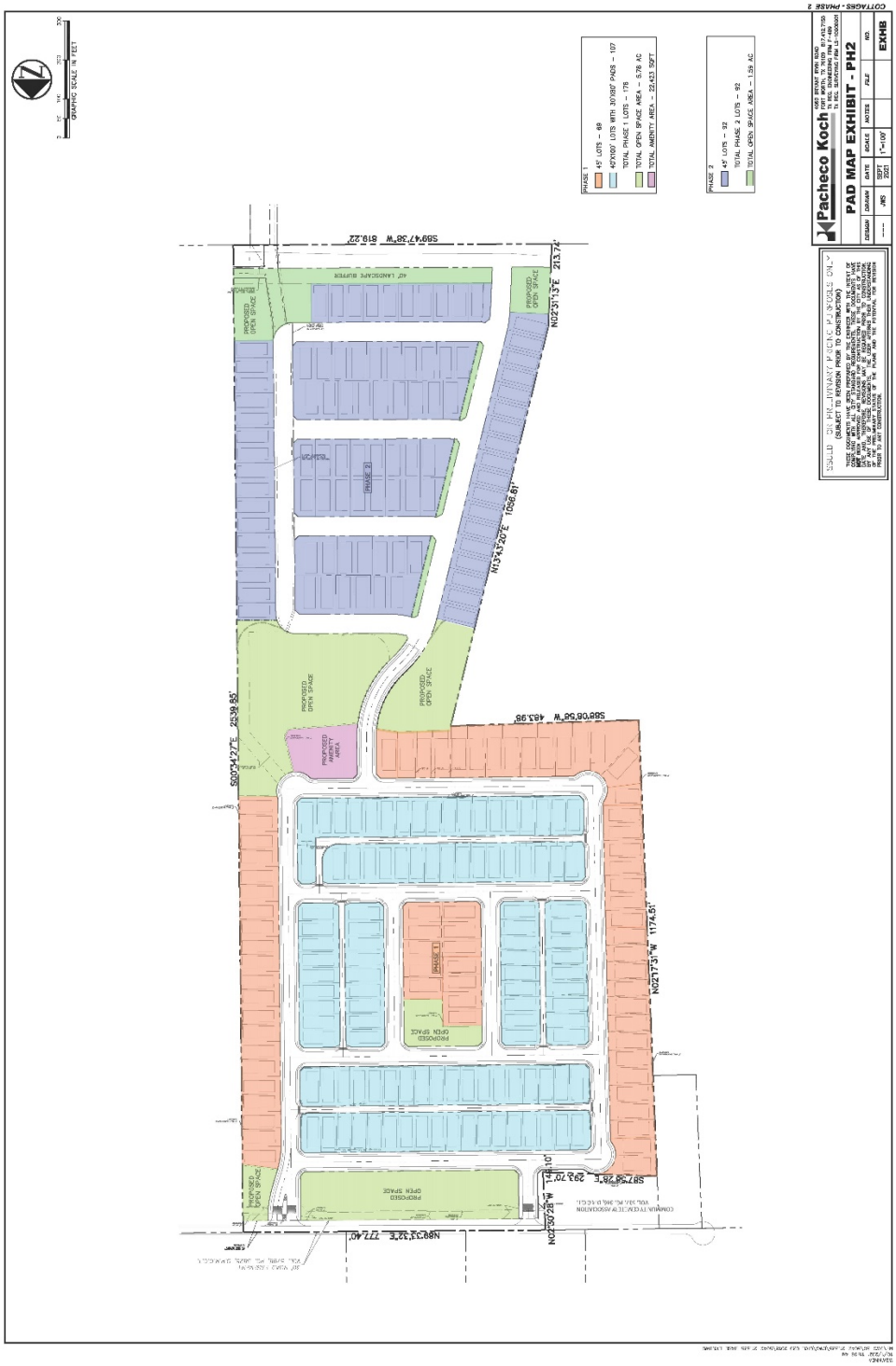
(SEAL)

_____
Name printed or typed

Commission Expires:_____

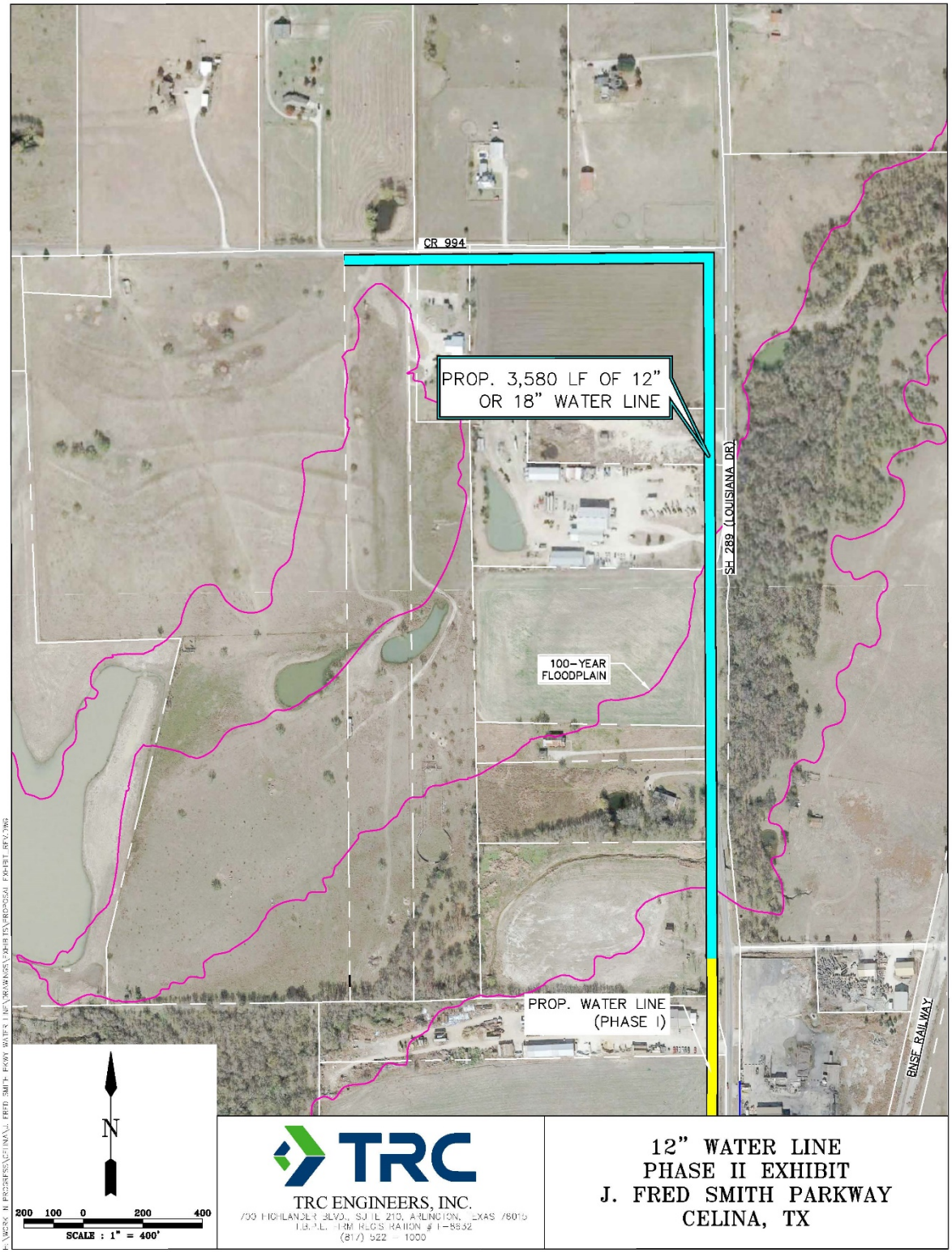
Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

EXHIBIT C-1
Concept Plan



Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

EXHIBIT G
Phase 2 Waterline



Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

EXHIBIT H
TENSAR GEOGRID APPLICATION REPORT

Tensar Geosynthetic Applications – The Cottages CR 994

The project consists of the reconstruction of asphalt pavements for an access roadway to the JLD Cottages Project in Celina, Texas. This document provides information regarding the use of Tensar geosynthetics to optimize the designed cross sections. This document was prepared in accordance with Tensar proposal No. P-TX121.

Tensar was provided with a geotechnical report for a project on an abutting property (GeoScience - Project No. 20-DG5093, August, 2020). Project plans were also provided for reference. James Land & Development is considering using geosynthetics to reconstruct asphalt pavements on a roadway used for construction traffic and residential traffic. The purpose of this document is to suggest appropriate geosynthetic applications to provide economy and to improve performance of planned pavements.

It is standard engineering practice to perform a geotechnical study, including soil borings and geotechnical testing of the subgrade soils, for the design of a paved road. Risks associated with not performing soil borings along the project alignment include, but are not limited to, premature failure of the pavements. We recommend that a geotechnical study be performed to confirm the estimated soil parameters used for the calculations presented in this document.

Project Scope: The existing County Road 994, near the intersection of N. Louisiana Drive is planned to be reconstructed. The pavement design and subgrade preparation of the existing section is not known. We understand a standard section being considered in accordance with minimum design standards published by the City of Celina for the extension of existing asphalt roadways (Sheet No. ST-4, September, 2019). The asphalt pavement cross section is presented in Table 1 below:

Table 1
City of Celina Standard Asphalt Pavement Cross Section
2-in HMAC Type D
4-in HMAC Type B
Prime Coat 0.25 Gals/S.Y.
8-in 247 Flexible base
8-in Scarified and Compacted Subgrade

Due to concerns about the unknown existing pavement design, construction traffic and subgrade conditions the incorporation of geogrid into the section is being considered to stabilize the subgrade. The purpose of the geogrid is to increase the stiffness of the section by reinforcing the base to provide pavement performance. Based on conversations with representatives of the City of Celina, we understand the required pavement performance is based on 1,060,601 ESALs, which includes 2 years of construction and residential traffic and 13 years of light residential traffic for a total service life of 15 years.

Subgrade Conditions: A detailed study of the subsurface soils was not available. Based on the referenced geotechnical report and geological maps, the natural soils are expected to consist of clays. On May 7th, 2021 representatives from Tensar performed 7 dynamic cone penetrometer (DCP) tests next to the roadway planned for reconstruction. Using the DCP data from the site with correlations developed by the U.S. Army Corps of Engineers, we estimate a natural subgrade CBR value of approximately 3.2%. This value was found to be relatively consistent with subsurface data contained in the referenced geotechnical report.

Prepared June 28, 2021 by: Eden W.Thomas, P.E. EThomas@tensarcorp.com 601-940-1600

Tensar

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

Suggested Tensar Geosynthetic Applications: For the proposed reconstruction options, we have developed suggested applications for incorporating different geogrid options. The applications are described below and presented in Table 2 below.

Table 2

Standard County Section*	Geogrid Section A*	Geogrid Section B	Geogrid Section C
2-in HMAC Type D	2-in HMAC Type D	2-in HMAC Type D	2-in HMAC Type D
4-in HMAC Type B	2-in HMAC Type B	3-in HMAC Type B	2.5-in HMAC Type B
8-in 247 Flexible base	8-in 247 Flexbase	6-in 247 Flexbase	6-in 247 Flexbase
--	TX5 TriAx Geogrid	TX5 TriAx Geogrid	TX7 TriAx Geogrid
Compacted subgrade	Compacted subgrade	Compacted subgrade	Compacted subgrade

**Calculated ESALs do not meet ESAL design criteria.*

Calculations: The geogrid reinforced sections were evaluated AASHTO-1993 design method, in accordance with AASHTO R 50-09 "Geosynthetic Reinforcement of the Aggregate Base Course of Flexible Pavement Structures." SpectraPave software uses this method.

Flexible pavement design parameters input into SpectraPave calculate sections are presented in Table 3.

SpectraPave output attached showing geogrid stabilized sections compared to existing non-stabilized section

Table 3

Pavement Design Parameter	Design Input
18-kip ESALs	1,060,801
CBR	3.2
Initial Servicibility	4.2
Terminal Serviceability Index	2.0
Overall Standard Deviation	0.45
Reliability	85%
Roadbed Soil Resilient Modulus	5,378 psi

Construction and Site Preparation: Once final subgrade elevations have been achieved, the subgrade should be proofrolled with a 20-ton pneumatic roller or equivalent equipment, such as a fully loaded dump truck, to detect weak zones in the subgrade. Weak zones detected during proofrolling, or any encountered organic matter and / or debris, should be undercut and replaced with soils similar in classification, moisture content and density to the adjacent insitu soils.

Tensar should be onsite to verify the subgrade conditions when the geogrid is placed. Tensar bears no liability in the event that Tensar is not notified and / or site visits are not requested by the Contractor when geogrid is installed. Depending on the results of the DCP testing removal and replacement and / or scarification and re-compaction of surficial soils may be required.

Prepared June 28, 2021 by: Eden W.Thomas, P.E. EThomas@tensarcorp.com 601-940-1600

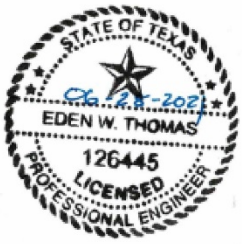
Tensar

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

Closing Comments and Limitations: Our analysis and recommendations are based on limited data of the geotechnical conditions and our understanding of the project. As previously stated, it is standard engineering practice to perform a geotechnical study along the alignment of proposed roadway construction. The risks associated with construction without a geotechnical study should be understood. Soil conditions could vary from our assumptions or due to the modifying effects of weather and construction. Tensar should be contacted to review the subgrade, perform strength testing and supervise the installation of geogrid at the time of construction.

Respectfully,

Tensar International Corporation
Firm Registration No. F-6721



Eden W. Thomas, P.E. (TX)

Attachments:

1. SpectraPave Outputs

Prepared June 28, 2021 by: Eden W.Thomas, P.E. EThomas@tensarcorp.com 601-940-1600

Tensar

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

Pavement Optimization

Design Analysis

Parameters

Project Information

Subgrade resilient modulus	Target ESALs	Reliability	Standard deviation	Serviceability	
				Initial	Terminal
5,378 psi	100,000	85%	0.45	4.2	2

Results

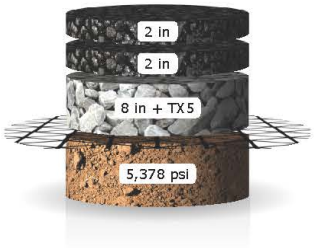
Unstabilized Pavement Section

	Thickness	Coeff.	SN
HMA layer 1	2 in	0.420	0.840
HMA layer 2	4 in	0.400	1.600
Aggregate base	8 in	0.140	1.120
Structural number (SN)			3.560
Calculated traffic (ESALs)			949,600

TriAx Stabilized Pavement Section

	Thickness	Coeff.	SN
HMA layer 1	2 in	0.420	0.840
HMA layer 2	2 in	0.400	0.800
Mechanically stabilized layer	8 in	0.246	1.968
Structural number (SN)			3.608
Calculated traffic (ESALs)			1,040,100





Limitations of this Report
The designs, illustration, and other content included in this report are necessarily general and conceptual in nature and do not constitute engineering advice or any design intended for actual construction. Specific design recommendations can be provided as the project develops.

Design	TX5 Geogrid Section A - 04-19-21	**Project**	JLD Cottages
Company	Tensar	**Location**	Celina, TX, USA
Designer	Eden Thomas	**Date**	4/19/2021

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Pavement Optimization

Design Analysis

Parameters

Project Information

Subgrade resilient modulus	Target ESALs	Reliability	Standard deviation	Serviceability	
				Initial	Terminal
5,378 psi	100,000	85%	0.45	4.2	2

Results

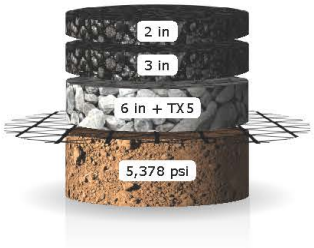
Unstabilized Pavement Section

	Thickness	Coeff.	SN
HMA layer 1	2 in	0.420	0.840
HMA layer 2	4 in	0.400	1.600
Aggregate base	8 in	0.140	1.120
Structural number (SN)			3.560
Calculated traffic (ESALs)			949,600

TriAx Stabilized Pavement Section

	Thickness	Coeff.	SN
HMA layer 1	2 in	0.420	0.840
HMA layer 2	3 in	0.400	1.200
Mechanically stabilized layer	6 in	0.272	1.632
Structural number (SN)			3.672
Calculated traffic (ESALs)			1,172,600





Limitations of this Report
The designs, illustration, and other content included in this report are necessarily general and conceptual in nature and do not constitute engineering advice or any design intended for actual construction. Specific design recommendations can be provided as the project develops.

Design	TX5 Geogrid Section B - 04-19-21	**Project**	JLD Cottages
Company	Tensar	**Location**	Celina, TX, USA
Designer	Eden Thomas	**Date**	4/19/2021

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Pavement Optimization

Design Analysis

Parameters

Project Information

Subgrade resilient modulus	Target ESALs	Reliability	Standard deviation	Serviceability	
				Initial	Terminal
5,378 psi	100,000	85%	0.45	4.2	2

Results

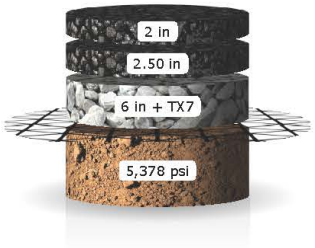
Unstabilized Pavement Section

	Thickness	Coeff.	SN
HMA layer 1	2 in	0.420	0.840
HMA layer 2	4 in	0.400	1.600
Aggregate base	8 in	0.140	1.120
Structural number (SN)			3.560
Calculated traffic (ESALs)			949,600

TriAx Stabilized Pavement Section

	Thickness	Coeff.	SN
HMA layer 1	2 in	0.420	0.840
HMA layer 2	2.50 in	0.400	1.000
Mechanically stabilized layer	6 in	0.300	1.800
Structural number (SN)			3.640
Calculated traffic (ESALs)			1,104,600





Limitations of this Report
The designs, illustration, and other content included in this report are necessarily general and conceptual in nature and do not constitute engineering advice or any design intended for actual construction. Specific design recommendations can be provided as the project develops.

Design	TX7 Geogrid Section C - 04-19-21	**Project**	JLD Cottages
Company	Tensar	**Location**	Celina, TX, USA
Designer	Eden Thomas	**Date**	4/19/2021

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EXHIBIT I
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

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NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

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ARTICLE II.
ADDITIONAL PROVISIONS

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

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for

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purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the

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intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

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HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

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

_____

Notary Public in and for the State of Texas

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CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

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

_____

Notary Public in and for the State of Texas

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EXHIBIT A—PROPERTY DESCRIPTION

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EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or

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indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master

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Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances

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on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.
ii. Transfer to the Association. Any Transfer to the property owner association

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created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Draft Development Agreement (The Cottages - 2nd DA Amendment)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: January 11, 2022
Re: Sunset Blvd Lift Station Force Main

Action Requested:
Consider and act to award bid 2022-0116 for Sunset Boulevard Lift Station Force Main to Dickerson Construction Company, Inc., for the base bid in the amount of $510,636.00 plus ten percent contingency in the amount of $51,063.60 for a total amount not to exceed $561,699.60. (Berry)

Background Information:
On December 17. 2021, the City received responses to bid 2022-0116 for the Sunset Boulevard Lift Station. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred forty-eight vendors were notified. One no-bids and four responses were received.

An initial review was conducted by Procurement to verify all required documents were completed and acceptable. The results were sent to staff and to the Engineer of Record. The engineer reviewed the contractors experience and verified references. The Engineer recommended (company name) which is the lowest responsible vendor and staff concurs.

The contract period is for 115 calendar days.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Tab Sheet

Staff Recommendation:
Award Bid 2022-0116

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Dickerson Construction Company, Inc.** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Sunset Point Lift Station
BID 2022-0116
PROJECT S22

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

This project consists of installing approximately 2,054 LF of 8-inch PVC force main by open cut and approximately 512 LF of 8-inch PVC force main encased in 15-inch steel casing by bore. The southern end of the force main will connect to the Sunset Lift Station project that is currently bidding, and the northern end will connect to an existing 15-inch wastewater at the intersection of Oklahoma Dr and Ash St. The work includes the installation of pressure rated wastewater pipe and corresponding appurtenances, erosion control/SWPPP, site restoration and seeding, traffic control plan, etc.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

Pacheco Koch
118 N. Ohio
Celina, TX 75009

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 115 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

Attachment: 00-410 - Standard Form of Agreement (Sunset Boulevard Lift Station Force Main)

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $510,636.00

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

Attachment: 00-410 - Standard Form of Agreement (Sunset Boulevard Lift Station Force Main)

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;

Attachment: 00-410 - Standard Form of Agreement (Sunset Boulevard Lift Station Force Main)

8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

Attachment: 00-410 - Standard Form of Agreement (Sunset Boulevard Lift Station Force Main)

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **January 11, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	
	_____
	Printed Name & Title
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **contracts@celina-tx.gov**	

EJCDC® C-410, Bid Form for Construction Contract.
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Attachment: 00-410 - Standard Form of Agreement (Sunset Boulevard Lift Station Force Main)

				Dickerson Construction		GRod Construction, LLC (GRod		ATKINS BROS. EQUIP. CO., INC		Saber Development	
				Total Price	$510,636.00	Total Price	$518,950.50	Total Price	$536,577.00	Total Price	$594,161.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control Plan	3	MO	$1,500.00	$4,500.00	$3,000.00	$9,000.00	$2,500.00	$7,500.00	$2,000.00	$6,000.00
2	SWPPP/Erosion and Sedimentation Control	1	EA	$7,000.00	$7,000.00	$15,200.00	$15,200.00	$5,500.00	$5,500.00	$16,000.00	$16,000.00
3	Project Sign	1	EA	$1,000.00	$1,000.00	$790.00	$790.00	$750.00	$750.00	$650.00	$650.00
4	Remove Manhole	1	EA	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
5	Remove Tree and Stump	1	EA	$1,000.00	$1,000.00	$780.00	$780.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
6	Sanitary Sewer Manhole, 5 feet diameter	1	EA	$12,500.00	$12,500.00	$9,400.00	$9,400.00	$16,800.00	$16,800.00	$12,000.00	$12,000.00
7	8 inch PVC Pipe, SDR 26	2054	LF	$95.00	$195,130.00	$76.00	$156,104.00	$90.00	$184,860.00	$65.00	$133,510.00
8	8 inch PVC Pipe, SDR 26 with Casing Spacers	512	LF	$55.00	$28,160.00	$67.00	$34,304.00	$40.00	$20,480.00	$75.00	$38,400.00
9	Steel Pipe Casing, 15 Inch Diameter , 0.375 inch thick BOTOC	512	LF	$355.00	$181,760.00	$380.00	$194,560.00	$512.00	$262,144.00	$667.00	$341,504.00
10	Trench Safety	2054	LF	$2.00	$4,108.00	$3.00	$6,162.00	$1.00	$2,054.00	$2.00	$4,108.00
11	Plug Valve, 8 inch Diameter	3	EA	$4,500.00	$13,500.00	$4,500.00	$13,500.00	$2,000.00	$6,000.00	$3,500.00	$10,500.00
12	Combination Air and Vacuum Release Valve, 2 inch Diameter	3	EA	$15,000.00	$45,000.00	$14,000.00	$42,000.00	$6,000.00	$18,000.00	$6,500.00	$19,500.00
13	Grass Seed	7989	SY	$2.00	$15,978.00	$4.50	$35,950.50	$1.00	$7,989.00	$1.00	$7,989.00

Attachment: Bid Tabulation (Sunset Boulevard Lift Station Force Main)

Line #
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Attachment: Bid Tabulation (Sunset Boulevard Lift Station Force Main)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: January 11, 2022
Re: Sunset Blvd Lift Station

Action Requested:
Consider and act to award bid 2022-0115 for the Sunset Boulevard Lift Station to North Texas Contracting, Inc., for the base bid in the amount of $4,015,407.00 plus ten percent contingency in the amount of $401,540.70 for a total amount not to exceed $4,416,947.70. (Berry)

Background Information:
On December 17, 2021, the City received responses to bid 2022-0115 for the Sunset Boulevard Lift Station. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred forty-eight vendors were notified. Two no-bids and six responses were received.

An initial review was conducted by Procurement to verify all required documents were completed and acceptable. The results were sent to staff and to the Engineer of Record. The engineer reviewed the contractors experience and verified references. The Engineer recommended (compnay name) which is the lowest responsible vendor and staff concurs.

The contract period is for 180 calendar days.

Alternatives:
Council may reject the award and direct staff.

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

Legal Review:
Contract documents have been previously reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:

Award Bid 2022-0115

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **North Texas Contracting, Inc.** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Sunset Point Lift Station
BID 2022-0115
PROJECT S22

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

This project includes the construction of a 1 MGD lift station along future Sunset Boulevard, west of Oklahoma Drive and north of Doe Branch in the City of Celina. The construction of the lift station includes civil, structural, electrical and instrumentation, and odor control components. Specifically, the construction will encompass the installation of a lift station vault and corresponding appurtenances, odor control equipment, electrical equipment, yard piping, site fencing and lighting, concrete site slab and driveway, etc.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

Pacheco Koch
118 N. Ohio
Celina, TX 75009

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

Attachment: 00-410 - Standard Form of Agreement (Sunset Lift Station)

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $4,015,407.00

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

Attachment: 00-410 - Standard Form of Agreement (Sunset Lift Station)

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;

Attachment: 00-410 - Standard Form of Agreement (Sunset Lift Station)

8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

Attachment: 00-410 - Standard Form of Agreement (Sunset Lift Station)

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **January 11, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	
	_____
	Printed Name & Title
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **contracts@celina-tx.gov**	

EJCDC® C-410, Bid Form for Construction Contract.
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Event Number	2022-0115 Addendum 3	**Organization**	City of Celina eBid
Event Title	Sunset Boulevard Lift Station	**Workgroup**	Purchasing
Event Type	BID	**Email**	dberry@celina-tx.gov
Issue Date	11/23/2021 11:08:31 AM (CT)	**Phone**	(469) 813-4194
Close Date	12/17/2021 11:00:00 AM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North Texas Contracting, Inc.	Keller	TX	12/17/2021 10:53:12 AM (CT)	1	$4,015,407.00
Maya Underground Contractors	Weston	TX	12/17/2021 10:34:29 AM (CT)	1	$4,550,000.00
Rey-Mar Construction	FORT WORTH	TX	12/17/2021 10:50:57 AM (CT)	1	$4,725,500.00
Austin Bridge & Road, LP	Irving	TX	12/17/2021 10:49:21 AM (CT)	1	$4,925,000.00
Gracon Construction Inc.	Dallas	TX	12/17/2021 10:44:27 AM (CT)	1	$5,043,000.00
McKee Utility Contractors, Inc.	Prague	OK	12/17/2021 10:53:33 AM (CT)	1	$5,195,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Andy Glasgow, Director of Engineering
Date:	January 11, 2022
Re:	Celina Parkway (Greenway subdivision to FM 428

Action Requested:
Consider and act to authorize an agreement for design and land survey services for Celina Parkway from the Greenway subdivision to FM 428 with Halff Associates, Inc., in an amount not to exceed $96,000. (Berry)

Background Information:
Preliminary design services include approximately 3,300 linear feet of roadway design. The work authorization including the fee schedule and timeline are attached.

The timeline is 3/1/2022 thru 8/13/2022 .

The City maintains an executed Master Agreement for Professional Services with the consultant for on-call design services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Celina Parkway Schematic Design Services

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** October 11, 2018

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Halff Associates, Inc		
Consultant Project #:	46848.001		
Project Name:	Celina Parkway		
Purchase Order#		**Project #(s)**	N/A

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:** All work shall be reimbursed on a cost-plus basis based on actual work performed with a not-to-exceed amount as outlined in the Work Authorization. CONSULTANT shall provide all justification for expenditures under this section with each monthly invoice.

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attached as Exhibit A**
2. **Compensation:** **$ 96,000.00 – Cost breakdown attached as Exhibit B**
3. **Timeline:** **Attached as Exhibit C**

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT – HALFF ASSOCIATES, INC.**
	Signature
Dawn Berry, Purchasing Manager	Dennis Satre, Vice-President
Date	December 22, 2021 Date

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO
CITY OF CELINA
FOR
CELINA PARKWAY
FROM GREENWAY SUBDIVISION TO FM428

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

A. PROJECT DESCRIPTION

This scope of services consists of professional design services and land survey services whereas the CITY proposes to acquire right of way for Celina Parkway based on preliminary engineering design between the north line of the Greenway Subdivision and the south side of FM428, taking into account the proposed right of way for a future realignment on Glendenning Parkway. The length of the preliminary design for Celina Parkway shall be approximately 3,300 linear feet and properly determine the existing centerline of FM428 where it begins to run in a north-south direction approximately 1,000 linear feet north of County Road #1214. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The general parameters for preliminary design of the improvements shall include the following:

1. Determination of all adjoining property lines within the project limits described above.
2. Preparation of a plan and profile drawing of the proposed roadway sufficient to determine right of way and easement needs for the portion of Celina Parkway located south of existing FM428/CR#1214.
3. Preparation of right-of-way and/or easement documents shall be provided for up to 6 separate parcel descriptions from not more than 3 parent tracts and generally identified as those required from the Cottage Hill Cemetery Association.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Exhibit "D" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

I. General Requirements

A. General Knowledge and Design Requirements – The CONSULTANT shall have a working knowledge of all applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the City of Celina Engineering Standards Manual. The CONSULTANT will establish and summarize all project design criteria, including any proposed variances, and submit to CITY for review prior to beginning design work. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted to the CITY upon final record drawings. The CITY may request CAD files at any time through the duration of the contract. **The CONSULTANT shall be responsible for ensuring that design services provided meet all local, state, and federal requirements.**

B. General Plan Requirements – Scale of preliminary plans is to be: 1"=100' Horizontal; 1"=10' Vertical on roll plot page size or as approved by the CITY.

C. Third-Party Coordination – Coordinate with other governmental agencies and individual property owners as necessary, TxDOT (Texas Department of Transportation), Collin County Engineering, and any other appropriate entities.

D. Progress Updates – The CONSULTANT shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the CITY.

E. Administrative and Coordination Tasks – The CONSULTNAT shall perform all necessary coordination and administrative tasks including, but not limited to, required coordination with subcontractors listed in Exhibit "D", preparing and submitting monthly invoices to the CITY, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous administrative and/or coordination tasks required by the CITY unless specifically listed under "Exclusions" in the Scope of Services herein.

II. Preliminary Engineering

A. Data Collection – Obtain and research all existing city plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the Project area. Perform site visit(s) to obtain necessary information/confirm information obtained from other sources.

B. Schematic Design – Prepare exhibit showing the proposed project alignment, pavement dimensions, lane designations, proposed right of way and easements for CITY review and approval. Prepare an estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format.

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

C. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and CITY acknowledgement is required for any written response of disagreement.

III. Special Services

A. Surveying for Engineering Design – CONSULTANT shall coordinate and furnish field surveying operations necessary for the preliminary design of the Project as outlined in this Exhibit A, Scope of Services. Surveying shall include the following:

1. Right of Entry – Prior to initiating field surveying operations on private property, the CONSULTANT shall assist the CITY in sending letters to all adjacent property owners notifying them of the intent to survey on private property. The CONSULTANT shall provide the CITY with the name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the CONSULTANT to set iron pins and control monuments for future right-of-way and/or easements to be acquired at a later date by the CITY if necessary.

2. Field Survey – The CONSULTANT shall direct the work of the field survey crew(s) to perform the following:

   a. Establish horizontal and vertical control using CITY criteria.

   b. Tie right-of-way lines and corners, property lines and corners, fence lines, and other prominent visible surface features excluding utilities, driveways, drainage structures and buildings/barns.

c. Topographic information including critical points of the existing ground features as needed for preliminary design.

B. Right-of-Way & Easement Documents – Upon approval of the Preliminary Design Plan, the CONSULTANT shall survey, render field notes, and prepare right-of-way (ROW) and easement maps and individual parcel exhibits for the proposed ROW and/or easements, including temporary construction easements and/or easement abandonments needed for the limits between the Greenway subdivision and the south line of FM428/CR#1214. Perform

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

necessary surveying operations for the identification and delineation of up to six (6) total right-of-way and easement parcels. Right-of-Way & Easement Documents shall include the following:

1. Right of Way Maps – Provide Right-of-Way Map showing properties with ownership and include existing and proposed right-of-way and easements.

2. Parcel Exhibits – Individual parcel exhibits shall be in both hard copy (8 ½" x 11") and PDF format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:

    a. Parcel Identification Number
    b. Area Required
    c. Area Remaining
    d. Legal Description
    e. Current Ownership
    f. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
    g. Metes and bounds description of parcel to be acquired for the Project. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately. Submit three (3) copies of right-of-way documents to the CITY after the sixty percent (60%) plan submittal review and resolution of comments.

3. ROW Corners – Establish proposed easement and right-of-way corners on the ground (one-time).

IV. Exclusions

The scope of services excludes any items not specifically described herein including but not limited to; plats, title commitments, drainage designs and/or studies, special intersection designs, traffic impact analysis and signal warrants.

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

EXHIBIT B - DESIGN FEE BREAKDOWN

Celina Parkway ROW

City of Celina	Labor Category		Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Elec. or Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist/ Landscape Architect	Env. Scientist/ Landscape Architect	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet								
Celina Parkway ROW	**Team Member**		All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All		Print	Plot	Deliv./Misc.	All	All	Remarks
Fee Proposal - December, 2021	**Hourly Billing Rate**		$245.00	$270.00	$234.00	$181.00	$128.00	$103.00	$238.00	$188.00	$117.00	$214.00	$135.00	$197.00	$118.00	$175.00	$85.00	$165.00	$152.00		Total Manhour	Total Labor $		$0.50	$5.00	Sub-Consult	Total Expense $	Total $	
	Scope	**Plan**																											
Task Description	**Reference**	**Sheets**																											
I. PROJECT MANAGEMENT / COORDINATION																													
design specific coordination meetings (1)	**B. I.**	-	**6**		**4**	**2**											**1**				**13**	**$2,853**		**100**	**10**	**$20**	**$120**	**$2,973**	
general project coordination and correspondence	**B. I.**	-	**12**		**4**	**8**	**2**							**1**			**8**				**35**	**$6,457**		**50**	**5**		**$50**	**$6,507**	
prepare schedule and monthly progress report	**B. I.**	-	**4**			**8**											**6**				**18**	**$2,938**		**20**			**$10**	**$2,948**	
II. PRELIMINARY ENGINEERING																													
review and comment on proposed FM428 plans	**B. II. A.**	-	**2**		**1**	**2**	**4**								**2**		**1**				**12**	**$1,919**		**100**	**10**		**$100**	**$2,019**	
coordination with TxDOT			**4**			**2**	**4**	**2**													**12**	**$2,060**		**50**			**$25**	**$2,085**	
Schematic Design																													
roadway plan and profile (roll plot)		-	**8**		**16**	**64**	**96**	**40**													**224**	**$33,696**		**50**	**10**		**$75**	**$33,771**	
preliminary XS for side slope limits determination	**NIC**	-																											
cost estimate			**2**		**2**	**8**	**16**	**4**									**1**				**33**	**$4,951**		**20**			**$10**	**$4,961**	
III. FINAL ENGINEERING - NIC																													
IV. BID PHASE SERVICES - NIC																													
V. SPECIAL SERVICES																													
Survey for Design	**B. V. B.**																												
1. right of entry documents/coordination			**2**			**4**									**2**		**8**				**16**	**$2,130**		**100**		**$50**	**$100**	**$2,230**	
2. estabish H-V control			**1**		**2**	**4**								**1**	**2**	**8**					**18**	**$3,270**		**50**	**5**		**$50**	**$3,320**	
3. topography mapping (DTM only)	**NIC**																												
Survey for ROW/Easement Documents	**B. V. E.**																												
1. recover corners and resolve property boundary						**2**		**8**						**12**	**16**	**48**	**8**				**94**	**$14,518**		**50**	**5**		**$50**	**$14,568**	
2. prepare metes & bounds / parcel maps			**2**		**1**	**4**	**8**	**40**						**8**	**32**		**16**				**111**	**$13,304**		**100**			**$50**	**$13,354**	
3. set monuments for ROW & easements			**1**			**2**		**4**						**4**	**8**	**24**	**2**				**45**	**$7,121**		**50**		**$118**	**$143**	**$7,264**	
Subtotal Summary																													
I. PROJECT MANAGEMENT / COORDINATION			**22**		**8**	**18**	**2**							**1**			**15**				**66**	**$12,248**		**170**	**15**	**$20**	**$180**	**$12,428**	
II. PRELIMINARY ENGINEERING			**16**		**19**	**76**	**120**	**46**							**2**		**2**				**281**	**$42,626**		**220**	**20**		**$210**	**$42,836**	
III. FINAL ENGINEERING - NIC																													
IV. BID PHASE SERVICES - NIC																													
V. SPECIAL SERVICES																												**$40,736**	
Survey for Design			**3**		**2**	**8**								**1**	**4**	**8**	**8**				**34**	**$5,400**		**150**	**5**	**$50**	**$150**	$5,550	
Survey for ROW/Easement Documents			**3**		**1**	**8**	**8**	**52**						**24**	**56**	**72**	**26**				**250**	**$34,943**		**200**	**5**	**$118**	**$243**	$35,186	
TOTAL			**44**		**30**	**110**	**130**	**98**						**26**	**62**	**80**	**51**				**631**	**$95,217**		**740**	**45**	**$188**	**$783**	**$96,000**	

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

EXHIBIT C
SCHEDULE OF CONTRACT WORK

Task Name	Duration Calendar Days	Start Date	Finish Date
CITY OF CELINA CELINA PARKWAY ROW	**165**	**3/1/2022**	**8/13/2022**
Design Notice to Proceed	0	3/1/2022	3/1/2022
Survey Property Corners	**60**	**3/1/2022**	**4/30/2022**
Research, Data Collection and Field Work	60	3/1/2022	4/30/2022
Schematic Design (15%)	**50**	**4/30/2022**	**6/19/2022**
Prepare Conceptual Schematic	30	4/30/2022	5/30/2022
City Review	15	5/30/2022	6/14/2022
Review Meeting	5	6/14/2022	6/19/2022
Prepare ROW Documents	**55**	**6/19/2022**	**8/13/2022**
Legal Descriptions and Exhibits	30	6/19/2022	7/19/2022
City Review	10	7/19/2022	7/29/2022
Set Pins and Sign Documents	15	7/29/2022	8/13/2022

Attachment: WA Celina Pkwy ROW Halff signed (Celina Parkway Schematic Design)

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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Barbara Sprinkle, Purchasing
CC: Andy Glasgow, Director of Engineering
Date: January 11, 2022
Re: <Insert Subject/RE Here>

Action Requested:
Consider and act to award RFQ 2022-0112 for pre-construction services for the Public Works Service Center Building to Hill & Wilkinson General Contractors. (Berry)

Background Information:
On December 3, 2021, the City received responses to RFQ 2022-0112 for construction manager at risk (CMAR) services for phase 1 of the Public Works Building Improvements project. The RFQ invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred fifty-nine vendors and plan rooms were notified. One No-Bid and five responses were received.

The submittals were reviewed by a committee from various departments. Procurement evaluated the financial aspects of the solicitation. The committee reviewed each firms experience and qualifications of the proposed team.

Staff is requesting authorization to contract with Hill & Wilkinson (H&W) for pre-construction services. H&W will work with the architect and staff during the design of the law enforcement center, phase 1. Once the design is complete, staff will present the construction contract and guaranteed maximum price (GMP).

Phase 1 includes improvements to Public Works Service Center include staging room, break room, women's and men's showers and locker rooms, with offices and meter/sign shop conversion of back building.

The City wishes to execute a contract with AUI Partners, LLC of Fort Worth, TX 76177 for design services.

Alternatives:
Council may reject the award and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Award Bid 2022-0112

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas** a home rule municipality (Owner) and **Hill & Wilkinson General Contractors**, ("Contractor" or "Construction Manager"), to provide pre-construction services to the City Of Celina, Texas. This Agreement is effective on **January 11, 2022**, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain pre-construction services for from Contractor for the **construction of Public Works Building Improvements** project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. Contractors Response to RFP 2022-0112
3. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. **Contractor's Representative:**

   Contact:
   Address:
   Phone #:
   Email:

2. **Owner's Representative:**

   Andy Glasgow
   142 N. Ohio | Celina, TX 75009
   972-382-2686 x 1081
   Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' written notice to the other party.

Attachment: CMAR Agreement for pre-construction services (CMAR Services for Public Works Service Center Building)

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform pre-construction services as necessary to the prepare the project for construction bidding including but not limited to:

1. Preparing and Manage the Guaranteed Maximum Price (GPM) Documentation
2. Participate in the design process
3. Provide pre-construction services including constructability and cost advice through the design process.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE

Attachment: CMAR Agreement for pre-construction services (CMAR Services for Public Works Service Center Building)

PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE TOWN. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE TOWN WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE TOWN THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE TOWN RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

Attachment: CMAR Agreement for pre-construction services (CMAR Services for Public Works Service Center Building)

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1.

ARTICLE 10. MISCELLANEOUS

§10.1 Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

§10.2 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision 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.

§10.3 Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor:

Attachment: CMAR Agreement for pre-construction services (CMAR Services for Public Works Service Center Building)

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

§10.4 Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

§10.5 Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

§10.6 Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

§10.7 Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

§10.8 Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	Signature
Date: _____	_____
	Printed Name & Title
	Date: _____

Attachment: CMAR Agreement for pre-construction services (CMAR Services for Public Works Service Center Building)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kim Brawner, Executive Director of Public Services
Date: January 11, 2022
Re: **Background Information:**

Board Review/Citizen Input:
n/a

Alternatives:
n/a

Financial Considerations:

Legal Review:

Supporting Documents:
Report

Action Requested:
Report regarding the annual stormwater management plan actions. (Glasgow)

Staff Recommendation:
N/A

Comprehensive Engineering Services

December 3, 2021

City of Celina City Council
112 N. Colorado
Celina, TX 75009

Re: **City of Celina MS4 Annual Compliance Update**

The City of Celina is closing out its third year of the City's 5-year municipal separate storm sewer system (MS4) General Permit, which authorizes the discharge of stormwater from the City's MS4 to surface water in the state of Texas. This general permit is required for all stormwater operators under the Texas Pollutant Discharge Elimination System (TPDES) program. Since 2018 Celina has contracted with EST to assist and facilitate this permitting process, as well as create annua reports that are submitted to TCEQ and conduct staff trainings to remain compliant with permit requirements.

This 5-year permit sets forth five different minimum control measures (MCMs) that should be met by Celina electing to comply with various best management practices (BMPs). The table on the attached pages includes the list of the TCEQ-established MCMs, descriptions of the BMPs Celina has pursued under the permit, and the efforts and procedures that have been established to remain in compliance.

The City of Celina has remained in compliance through Year 3 of the TPDES General Permit. Despite the recent adversity and challenges presented by COVID-19, Celina staff has continued to successfully meet its obligations under the TPDES program and effectively managed stormwater discharges within the City's jurisdiction.

Sincerely,

Nolan Harvey, PE
EST, Inc.

Attachment: Celina MS4 Council Update_2021 (Annual Stormwater Management Plan Actions)

MCM	BMP	Description	Compliance
MCM 1: Public Education, Outreach, and Involvement	Newsletter with emphasis on stormwater pollution and bacteria control	Newsletter provided to the public to inform and provide ways for citizens to protect their stormwater.	Educational information, such as substances to avoid dumping down the storm drain, and pet waste cleanup sent in monthly newsletter.
MCM 1: Public Education, Outreach, and Involvement	Develop and Present Educational Material to Citizens	Preparation of stormwater educational material for city events, civic organizations, and grade school children	Stormwater booth with stormwater model displayed at touch a truck event.
MCM 1: Public Education, Outreach, and Involvement	Create opportunity for Citizen Involvement	Preparing city council presentation material along with citizen engagement material that addresses stormwater pollution prevention, updating city standards and sources/impact of pollution on receiving streams.	A report was provided to the City Council for review prior to and during a public meeting, and there was time available for public comments.
MCM 1: Public Education, Outreach, and Involvement	Prepare and Maintain City Website with stormwater pollution prevention information (celina-tx.gov)	Updating the city website with stormwater information, including the following: a copy of the permit action items, procedures for reporting illicit discharges, citizen complaint and spill reporting, annual reports, and opportunity for public comment.	The City's website provides information on stormwater, things citizens should know about their stormwater, and how they can prevent stormwater pollution
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	City Map and use of GIS for city maps	Developing and maintaining a GIS map of the City of Celina storm sewer system inlets and outfalls.	The City's stormwater system and detention basin GIS map is updated when projects receive final acceptance.

Attachment: Celina MS4 Council Update_2021 (Annual Stormwater Management Plan Actions)

MCM	BMP	Description	Compliance
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Evaluate and update Illicit Discharge response plan effectiveness	Annual review and updating documentation of the Illicit Discharge Response Plan, inspection forms, and protocol.	The IDDE procedure is evaluated routinely during staff meetings, as well as the annual MS4 training with EST
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Complete Annual Training Program for New and Existing Engineering and Inspection Staff	Conducting an annual review and staff training where all instances of illicit discharges and results of the inspections from the past year are reviewed.	Annual training with city engineering and inspection staff conducted by EST
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Develop City Ordinance and Enforcement Approach to Identify and Prohibit Illicit Discharges	Implement a city ordinance regarding authority to inspect, prohibit and enforce illicit stormwater discharge.	City Ordinances Section 13.10 Stormwater Discharge
MCM 3: Construction Site Stormwater Runoff Control	Develop City Ordinance providing prohibitions, inspections, standards, fees, and enforcement authority over construction stormwater discharges into stormwater sewer system	Implementing a city ordinance establishing the current SWP3 permit, review, and approval for construction projects.	City Ordinances Section 13.10 Stormwater Discharge
MCM 3: Construction Site Stormwater Runoff Control	Construction Site Stormwater Runoff Control Inspection and Enforcement	Weekly inspections of construction projects, identification of discharges into stormwater system, conducting pre-development and pre-construction meetings with development community, and document design review.	Routine inspections and documentation performed by city staff

Attachment: Celina MS4 Council Update_2021 (Annual Stormwater Management Plan Actions)

MCM	BMP	Description	Compliance
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Develop City Ordinance providing maintenance standards, and enforcement authority for retention and detention facilities that discharge into Stormwater Sewer System	Implementing ordinance for post-construction stormwater management in new development and redevelopment.	City Ordinances Section 13.10 Stormwater Discharge
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Post-Construction Stormwater Management in New Development and Redevelopment inspection and enforcement program	Implementing a program (forms, procedures, and schedule) to control post-development runoff through annual inspections of commercial and residential detention/retention facilities.	City Ordinances Section 13.10 Stormwater Discharge
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Conduct good housekeeping training program for city staff and subcontracted personnel.	Identifying good housekeeping practices and necessary updates for good housekeeping based on the prior years' experience, also the requirement for subcontractor personnel representing or acting on behalf of the city to comply with the city standards of stormwater pollution control and good housekeeping.	Good housekeeping practices are evaluated routinely during staff meetings, as well as the annual MS4 training with EST
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Annually inspect of city owned facilities	Annual inspection of city-owned storage facilities, stockpiles, and maintenance facilities for good housekeeping practices.	City-owned storage facilities, stockpiles, and maintenance facilities are inspected routinely by staff

Attachment: Celina MS4 Council Update_2021 (Annual Stormwater Management Plan Actions)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Karla Stovall, Assistant City Manager
Date: January 11, 2022
Re: ICS CAD to LAW

Action Requested:
Consider and act to purchase software through a cooperative contract with ICS in an amount not to exceed $300,000. (Berry)

Background Information:
Staff requests authorization to procure licenses for CAD software that is utilized by Collin County dispatch for use by the Celina Police Department through the Houston Galveston Area Council. INT-CAD-LAW* for CAD is hosted by Collin County Sheriff's Office. The CAD data is on a separate network from Law, it requires software to push data from the County network to Celina. This "CAD to Law" feature allows officers to write their reports with call-for-service information automatically populating their report, instead of entering all information from scratch.

The City is in process of negotiating the final number of licenses for the MDT's and Athena. The final numbers will not exceed the amount requested and the agreement will be presented to the City Manager.

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

Alternatives:
Council may reject the purchase and direct staff.

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

Supporting Documents:
Quote

Staff Recommendation:
Authorize Purchase

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Catherine Oduro, Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	January 11, 2022
Re:	AT&T License Agreement

Action Requested:
Consider and act to authorize and execute a license agreement between the City of Celina and Southwestern Bell Telephone Co. ("AT&T") for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

Background Information:
This agreement allows AT&T to occupy and use the City's alley adjacent to the property in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

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

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

STATE OF TEXAS §
§ **MAINTENANCE AGREEMENT**
COUNTY OF COLLIN §

This Maintenance Agreement (the "**Agreement**") is entered into this _____ day _____ of 2021 by and between the City of Celina, Texas (the "**City**") and Southwestern Bell Telephone Co. ("**AT&T**").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, AT&T owns certain downtown real property adjacent to City property (the "**Property**") depicted in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the City desires to develop a portion of the Property into a public pedestrian walkway, including but not limited to, landscaping, paved walkways, murals, and string lights, in a manner depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Improvements**); and

WHEREAS, the City and AT&T desire to enter into this Agreement to utilize the Property in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, the City agrees that it will install the Improvements at no cost to AT&T, and that after the Improvements are installed, the City will own and perpetually maintain the Improvements (including, but not necessarily limited to, maintenance, irrigation and electricity) to ensure that the Improvements remain in good shape and are aesthetically pleasing.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and AT&T do hereby agree as follows:

AGREEMENT:

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.

2. Grant of license. AT&T does hereby grant to City a revocable, non-exclusive license to occupy the Property, as shown in Exhibit A and in full compliance at all times with all of the following conditions:

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

(a) AT&T may use the Improvements only as permitted by City ordinances;
(b) City is responsible for maintaining the Improvements and the costs of same;
(c) City is responsible for the costs of any utilities provided to the Improvements;
(d) City shall not access the rooftop of the building located on AT&T's adjacent property, and shall prohibit public access to the same;
(e) AT&T shall provide written notice, in accordance with Section 11(d), as soon as reasonably practical of an observation of damage to, a defect in, or maintenance required with regard to the Improvements;
(f) City is responsible for maintaining one or more trash compactors on premises located within and adjacent to the Property for the use and benefit of AT&T, the public, and nearby businesses, and the maintenance, use, and payment of such trash compactors shall be governed by terms of a separate agreement. Such trash compactors shall replace trash dumpsters owned and maintained by AT&T prior to this Agreement. AT&T shall be responsible for paying up to $1,000 per year in fees to City for use of City trash compactors, and any separate agreements for such use shall reflect the same.

3. Installation, Ownership and Maintenance of Improvements. City shall install Improvements within the Property at no cost to AT&T. Once the Improvements are constructed (including landscaping, hardscaping, murals, irrigation, trash compactors, or electrical components, if any), ownership of the Improvements shall remain with the City, and City shall be required, at its sole cost, to perpetually maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Sections 7 or 10 hereof. The consideration to be paid by the AT&T to the City for the privileges granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) any existing utility, drainage or communication facility located in, on, under or upon the Property; (b) all vested rights presently owned by any utility or communication company; and (c) the terms and conditions of this Agreement.

6. Environmental Protection. To the extent such regulations are applicable, AT&T shall not use or permit the use of the Property for any purpose that may be in violation of any laws of the State of Texas or ordinances of the City. AT&T warrants that use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property.

7. Duration of License. This Agreement shall terminate and be of no further force and effect in the event AT&T discontinues or abandons the use of the Improvements or in the event City,

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

pursuant to Section 10 herein, removes the Improvements from the Property or terminates this Agreement, whichever event first occurs.

8. Hold Harmless; Relocation. City agrees to hold AT&T harmless from and against (a) any financial responsibility for removing or relocating the Improvements, if the City determines, in its sole discretion, that the then-current location of the Improvements will unreasonably prevent the City's use and enjoyment of the Improvements, and (b) any damage to the Improvements.

9. Indemnity. TO THE EXTENT PERMITTED BY LAW, CITY SHALL INDEMNIFY AT&T, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD AT&T, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF CITY, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Termination. This Agreement may be terminated:

(a) By the City only in the event that:

(i) AT&T fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by AT&T from the City of such failure to comply;

(ii) City discontinues use of the Improvements and causes their removal subject to subsection (c); or

(ii) AT&T discontinues or abandons the use of the Improvements for the purposes set forth herein.

(b) At any time by AT&T upon ninety (90) days' written notice by AT&T to the City.

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Property and shall restore such Property to substantially the condition prior to installation of the Improvements at City's sole expense.

11. Miscellaneous.

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

(a) Compliance with laws. AT&T agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over AT&T and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by AT&T without the prior written consent of the City.

(c) Force Majeure. In the event either the City or AT&T shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

To the City:	City of Celina 142 North Ohio Street Celina, Texas 75009 Attention: City Manager Telephone: (972) 283-2682 Facsimile: (972) 382-3736 Email: jlaumer@celina-tx.gov
With a copy to:	Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034 Telephone: (972) 668-6400 Facsimile: (972) 668-6414 Email: Julie@txmunicipallaw.com
To AT&T:	Matthew Foster, OIF Veteran External & Legislative Affairs AT&T Texas Telephone: (469) 516-4093

(e) Governing Law; Venue. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the county where the Property is located. Venue for any action under this Agreement shall be in the county where the Property is located.

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

(f) Legal Construction. In case 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 any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

(g) Entire Agreement. This Agreement represents the entire and integrated agreement between the City and AT&T relative to the Property and Improvements and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and AT&T.

(j) Authority to execute. 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, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on AT&T and the City and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of AT&T which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS	**AT&T:**
By:_____	By:_____
Jason Laumer, City Manager	Name: Title:
ATTEST:	ATTEST:

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

By:_____ By:_____
Vicki Tarrant, City Secretary Name:
Title:

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, _____ of the AT&T, on behalf of said group.

(SEAL)

_____
Notary Public in and for
the State of Texas

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

EXHIBIT A
Legal Description and Depiction of Property

FIELD NOTE DESCRIPTION

0.0393 ACRES

BEING a tract of land situated in John Willock Survey, Abstract No. 975, City of Celina, Collin County, Texas, being a portion of Tract 1 and all of Tract 2 conveyed to South Western Bell Telephone Company, according to the documents filed of record in Volume 4341, Page 1744, Official Public Record Collin County, Texas, same being a portion of Block 6, Original Donation to the Town of Celina, Collin County, Texas, according to the Amending Map recorded in Volume 1, Page 114, Map Records Collin County, Texas, said tract being more particularly described as follows:

COMMENCING at a point in the east line of Ohio Street for the northwest corner of that tract of land conveyed to South Western Bell Telephone Company, recorded in Document Number 20000411000365980, from said corner a 3-1/4" Brass Disk found for reference to said corner bears South 16°21'48" West, 9.55 feet;

THENCE South 78°39'48" East, leaving said east line, a distance of 120.00 feet to a point for the northeast corner of said tract;

THENCE South 11°20'12" West, a distance of 30.00 feet to the **POINT OF BEGINNING** of the tract of land described herein;

THENCE South 78°39'48" East, a distance of 30.00 feet to a point for the most easterly northeast corner of this tract;

THENCE South 11°20'12" West, a distance of 39.00 feet to a point for corner;

THENCE North 78°39'48" West, a distance of 5.00 feet to a point for corner;

THENCE South 11°20'12" West, a distance of 36.00 feet to a point for corner;

THENCE North 78°39'48" West, a distance of 15.00 feet to a point for corner;

THENCE North 11°20'12" East, a distance of 36.00 feet to a point for corner;

THENCE North 78°39'48" West, a distance of 10.00 feet to a point for corner from which the most southerly southeast corner of that tract of land conveyed to Diego G. Matehuala, according to the document field of record in Document Number 20040519000731980 (O.P.R.C.C.T.) bears South 11°20'12" West, a distance of 86.00 feet to a point in the north line of Walnut Street for the southeast corner of the above mentioned Tract 1 and South 78°39'48" East, 80.0 feet, from said corner an "X" cut in concrete found for reference to said corner bears South 27°19'01" East, 0.37 feet;

THENCE North 11°20'12" East, a distance of 39.00 feet to the **POINT OF BEGINNING** and containing 1,710 square feet or 0.0393 acres of land, more or less.

FIELD NOTE DESCRIPTION

0.0275 ACRES (TRACT 2)

BEING a tract of land situated in John Willock Survey, Abstract No. 975, City of Celina, Collin County, Texas, being all that tract of land conveyed to South Western Bell Telephone Company, according to the documents filed of record in Document Number 20000411000365980, Official Public Record Collin County, Texas, same being a portion of Block 6, Original Donation to the Town of Celina, Collin County, Texas, according to the Amending Map recorded in Volume 1, Page 114, Map Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the east line of Ohio Street for the northwest corner of said South Western Bell Telephone Company tract, from said corner a 3-1/4" Brass Disk found for reference to said corner bears South 16°21'48" West, 9.55 feet;

THENCE South 78°39'48" East, a distance of 120.00 feet to a point for corner;

THENCE South 11°20'12" West, a distance of 10.00 feet to a point for corner;

THENCE North 78°39'48" West, a distance of 120.00 feet to a point for corner;

THENCE North 11°20'12" East, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 1,200 square feet or 0.0275 acres of land, more or less.

EXHIBIT "A"
0.0393 ACRES (TRACT 1)
0.0275 ACRES (TRACT 2)
OF THE
JOHN WILLOCK SURVEY
ABSTRACT NO. 975
CITY OF CELINA, COLLIN COUNTY, TEXAS

SEAN PATTON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5660
400 N. OKLAHOMA DR, SUITE 105
CELINA, TEXAS 75009
PH. 469-501-2200
sean.patton@kimley-horn.com

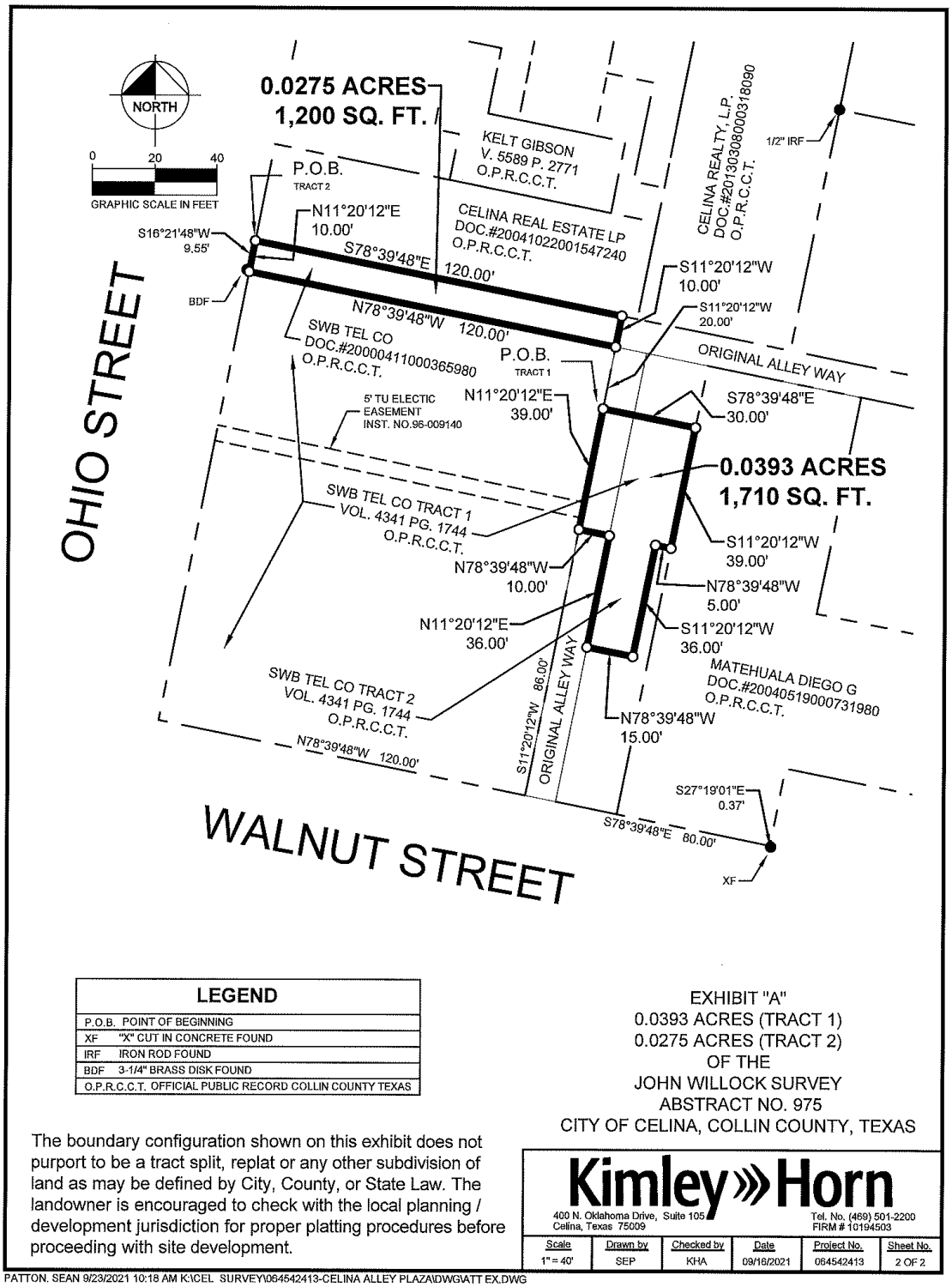
STATE OF TEXAS
REGISTERED
SEAN PATTON
5660
PROFESSIONAL
LAND SURVEYOR

Kimley»Horn
400 N. Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
FIRM # 10194503

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SEP	KHA	09/16/2021	064542413	1 OF 2

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Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)



LEGEND	
P.O.B.	POINT OF BEGINNING
XF	"X" CUT IN CONCRETE FOUND
IRF	IRON ROD FOUND
BDF	3-1/4" BRASS DISK FOUND
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORD COLLIN COUNTY TEXAS

EXHIBIT "A"
0.0393 ACRES (TRACT 1)
0.0275 ACRES (TRACT 2)
OF THE
JOHN WILLOCK SURVEY
ABSTRACT NO. 975
CITY OF CELINA, COLLIN COUNTY, TEXAS

The boundary configuration shown on this exhibit does not purport to be a tract split, replat or any other subdivision of land as may be defined by City, County, or State Law. The landowner is encouraged to check with the local planning / development jurisdiction for proper platting procedures before proceeding with site development.

Kimley»Horn
400 N. Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
FIRM # 10194503

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	SEP	KHA	09/16/2021	064542413	2 OF 2

PATTON, SEAN 9/23/2021 10:18 AM K:\CEL_SURVEY\064542413-CELINA ALLEY PLAZA\DWG\ATT EX.DWG

Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

EXHIBIT B
The Improvements



Attachment: ATT Maintenance Agreement (MFM clean 11.10.21) v5 (ATT License Agreement)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Executive Director of Public Services
Date: January 11, 2022
Re: Senior Center Design

Action Requested:
Consider and act to authorize an agreement for design services for the senior center with VAI Architects in an amount not to exceed $190,000. (Berry)

Background Information:
The project will include renovation of the existing JV field house to include mechanical, electrical and plumbing systems. The exterior will keep the existing metal building skin but add 3'-0" wainscot of adhered stone around the entire perimeter of the building. The exterior will also include the addition of a vestibule and covered entry. Site work includes parking, driveways, and landscaping.

The agreement including the fee schedule and timeline are attached.

The timeline is approximately 16 months.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement and Exhibit A

Staff Recommendation:
Senior Center Design

City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **VAI Architects** (Consultant) for the **Senior Center Design**, (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A-Scope of Work, Exhibit B-Insurance Requirements, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant review plans related to fire systems; and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually

Attachment: Professional Services Agreement (Senior Center Design)

agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City on a monthly basis.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

5.4 Consultant shall submit invoice for the prior month by the 10th of the following month.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

Attachment: Professional Services Agreement (Senior Center Design)

ARTICLE 7: INDEMNIFICATION

7.1 **THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.**

7.02 **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.**

7.03 **CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.**

7.04 **CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.**

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

Attachment: Professional Services Agreement (Senior Center Design)

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

Attachment: Professional Services Agreement (Senior Center Design)

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina	**VAI Architects**
Purchasing 142 N. Ohio Street Celina, TX 75009 469-813-4194 Contracts@celina-tx.gov	

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

Attachment: Professional Services Agreement (Senior Center Design)

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 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.

CITY OF CELINA

_____

Jason Laumer, City Manager

Council Approved: January 11, 2022

CONSULTANT

_____

_____

Printed Name

Date Countersigned:_____

Exhibit A: Scope of Work & Fees

Exhibit B: Insurance Requirements

Attachment: Professional Services Agreement (Senior Center Design)

September 8, 2021 **sent via email:kbrawner@celina-tx.gov**

Ms. Kimberly Brawner, P.E., PTOE, CFM
Executive Director of Public Services
142 N. Ohio St.
Celina, Texas 75009

RE: PRICING PROPOSAL FOR PROFESSIONAL DESIGN SERVICES
Celina Senior Center, Celina, Texas

Dear Ms. Brawner:

The office of VAI Architects Incorporated (VAI) is pleased to present to the City of Celina (Client) the following proposal for professional design services for design of a renovated Senior Center

I. PROJECT DEFINITION AND BUDGET

We are basing this proposal on the conceptual design of the Celina Senior Center sent out on July 19, 2021. The project will consist of renovating the existing pre-engineered JV field house, approximately 5,600 gross square feet of building. The final facility design shall be a complete interior renovation with all new MEP systems. The exterior will keep the existing metal building skin but add 3'-0" wainscot of adhered stone around the entire perimeter of the building. The exterior will also include the addition of a vestibule and covered entry.
The site work will include additional parking, driveways, and landscaping.

For the purpose of this proposal, we are estimating the actual construction cost limit (CCL) of $1,802,000.00

$1,120,000	Interior gut and renovation (5,600 sf x $200/SF)
$40,000	Stone wainscot
$60,000	Windows and storefront
$150,000	Vestibule and covered entry
$432,000	Sitework (26,000 sf x $12/SF)

II. SCOPE OF SERVICES

The office of VAI proposes to provide the following professional architectural design services.

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

A. Professional Design Services

The following Services will be provided:

Architecture, Civil Engineering, Structural Engineering, Mechanical, Electrical, Plumbing (MEP) with IT coordination, Fire and Life Safety analysis, Landscape and Irrigation,

These services will be executed according to the following project phases.

Phase I -Schematic Design (SD) Phase

Schematic Design Documents including drawings and other documents that will illustrate the scale and relationship of the Project Components. VAI will produce Schematic plans, integrating site planning, which VAI would submit to Client along with a Probable Cost Statement and a Project Schedule. The schedule shall include civil work/infrastructure; building construction; site work; and so forth.

We anticipate the following deliverables would be developed during the course of this phase of the work:

Final SD Deliverables (100% SD):

1. Schematic Site Plans
2. Schematic Floor Plans
3. Schematic Exterior Elevations of major facades
4. Overall Building Sections as necessary to convey design intent
5. Perspectives views to convey design intent
6. MEP and Structural Narratives w/ Conceptual Layout of primary systems
7. Preliminary Landscape Concept
8. Updated Program Spreadsheet
9. Initial Code Analysis & Design Review Meeting with City of Celina
10. Section of exterior and interior materials and finishes
11. Initial Opinion of Probable Cost
12. Detailed Project Schedule

Meetings, Presentations, and Travel:

During Phase I, we have anticipated bi-weekly coordination meetings with the Owner and City Staff. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face-to-face meetings when agreed to by Client.

There will be a Final SD submission – Electronic files (PDF) – presented for Owner review upon completion of this phase.

Phase II - Design Development (DD) Phase

Based upon the approved Schematic Design (Phase I) within the established construction budget, VAI Architects would then prepare for City approval, Design character of the project

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

with regard to architectural appearance, along with structural, mechanical, and electrical systems and finishes. These basic drawings would incorporate the City Development code, and detail any specifics with regard to ADA / TAS compliance, etc. VAI would also initiate conversations about estimated cost changes (if required), including finish selections for building components (brick versus stone, etc.). This phase will consist of refinement to the approved Schematic Design, further defining the size, character, shape, profiles, material, colors, overall dimensions, interior finishes, Selection of all lighting fixtures, both large and small and amenities as to architectural, structural, mechanical and electrical systems. Typical exterior details will also be developed. Civil documents will be prepared as needed.

VAI will work closely with the Client and provide the necessary documentation for City approval. We will coordinate with the leadership from each City Department to review the site plan, utility infrastructure and layout, landscape and irrigation, building elevations, tree survey and mitigation plan (where applicable), exterior lighting, the overall layout of building/amenities, exterior façade, general flow of traffic to and from the property, etc. VAI will attend up to three (3) City review meetings addressing in writing review comments from each review.

Deliverables:

1. DD Level Civil documents
2. Floor Plan(s)
3. Reflected Ceiling Plans
4. Building Elevations of major facades
5. Building and Wall Sections as necessary to convey complex spatial features
6. Building Exterior and Interior Finish Selections
7. Outline Specifications including building systems
8. DD Level Structural, MEP and Fire Protection System drawings
9. Landscape and Irrigation Design Development
10. Geotechnical Report
11. DD Level Opinion of Probable Cost

Meetings, Presentations, and Travel:
During this stage of the work, we have anticipated bi-weekly coordination meetings and an end of phase presentation to update Client on the progress of the design, including three (3) separate City review meetings noted above. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face-to-face meetings when agreed to by Client.

Phase III - Construction Documents Phase
Based on the approved Design Development documents within the established construction budget, VAI will proceed with the Construction Document phase. VAI scope of work during this phase would be to prepare the final Construction Documents and coordinate the work of the consultants for City approval, consisting of drawings, specifications, and details necessary to construct the project.

VAI will provide electronic (PDF) review sets, inclusive of specifications manual, at the 50%, 95% Final CD completion for comment. Owner comments received within ten (10) business

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

days will be incorporated within the Final Construction Documents for bidding purposes. VAI will prepare the Conditions for Contract form of Agreement between the City and Contractor along with other components of bidding requirements to be attached with the City front end documents and that meet applicable required codes.

Deliverables:

1. Final Civil Engineering Documents, inclusive of Erosion Control Plan documentation for contractor SWPPP permit
2. Final Landscape and Irrigation Documents
3. Final Floor Plan(s) and development of Enlarged Plans of critical areas
4. Final Exterior Elevations
5. Production of Final Building Sections, if necessary to convey complex spatial features
6. Production of Final Wall Sections
7. Building Details
8. Final interior and exterior materials selections
9. Final Structural documents and MEP documents, inclusive of Fire Protection and IT infrastructure drawings.
10. Complete Specifications for all Architectural and Building Systems, inclusive of complete front-end specifications provided by Owner
11. Preparing the Building Permit Set and coordination of submission to authorities having jurisdiction
12. Final Opinion of Probable Cost
13. Final review of Project Schedule

Meetings, Presentations, and Travel:
We have anticipated bi-weekly coordination meetings for the course of the construction document phase. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face-to-face meetings when agreed to by Client.

Phase IV –Bidding and Negotiation Phase
Upon approval and notification from the Client to issue the Construction Documents for Competitive Sealed Proposals, VAI will proceed into the Bidding and Negotiation Phase. VAI scope of work during this phase would include the following services:

1. Issue the Construction set for TAS Review.
2. Submit a complete bid set to City for permit review (four original sets) and assist in securing permits.
3. Provide complete set of bid documents to Purchasing Department to upload on City web site.
4. Assist the Client in proposal form preparation.

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

5. Assist the Client in preparing a list of proposers.
6. Attendance at a pre-bid conference.
7. Assist in evaluation and tabulation of received proposals, including alternates.
8. Issuance of Addenda to address bidding phase questions.
9. Assist in preparation of documents identifying 'best value' proposer.
10. Submit four (4) original bid packages to Client and upload documents to web site for distribution

Phase V – Construction and Contract Administration Phase

Based on the approval of the Celina City Council to award the construction contract and delivery of the Notice-to-Proceed, VAI Architects will proceed with the Construction and Contract Administration phase of the project. During the construction phase of the project, VAI will provide services outlined within the AIA General Conditions of the Construction Contract (A201, Current Edition) inclusive of the following services:

1. Review and approval of the contractors' submittals. Maintaining one set of project job files including submittals and samples.
2. Site visits appropriate to the stage of construction to observe that the work proceeds in accordance with the design intent of the construction documents and for visual observation of the work in progress to review the general quality of the architectural work and notify the Owner and Contractor of any unacceptable work.
3. Issuance of clarification drawings and other supplemental materials and interpretations to support the contractor during the construction phase.
4. Preparation of Change Orders and/or Construction Design Directives (Supplemental Drawings to original design not a change in scope) as required for modification to Contract Sum or Time.
5. Review and certify contractor payment applications.
6. Provide a walkthrough upon notice of substantial completion to prepare a punch list, with a follow-up walkthrough to confirm items on punch list have been addressed
7. Coordinate RAS inspection for TAS.
8. Review of project record closeout documents prepared by the Contractor for completeness.
9. Schedule a One-year walk-through ten (10) months following Substantial Completion and provide technical support through the 1-year maintenance bond period.

Meetings, Presentations, and Travel:

During the construction phase, we will attend bi-weekly Owner/Architect/Contractor meetings.

B. Additional Services

The items listed below are included in the services covered under this proposal. Refer to Exhibit A for detailed scope.

1. Surveying Services
2. Surveying Special Services
3. Planning Special Services
4. Engineering Special Services
5. Geotechnical Engineering Services

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

The items listed below are not included in the services covered under this proposal; however, VAI Architects would be pleased to submit a proposal for these items as an Additional Service upon your request.

1. Professionally built architectural models and renderings
2. Special drawings or reports for approvals by statutory agencies
3. Out-Of-Phase revisions to previously approved work
4. Revisions to the Project Description, Scope of Services or Schedule
5. Additional meetings or presentations beyond those identified in contract
6. Permit agency appeals or variance hearings
7. Design of scaffolding construction equipment structures and/or fencing
8. Design of communications systems beyond coordinating j-box locations
9. Design of security systems beyond coordinating j-box locations
10. Design of audio/video systems beyond coordinating j-box locations
11. Specialty lighting design or acoustical design
12. Commercial food Service or vending systems design beyond gas cook top/hood
13. Environmental assessment reports
14. Value Engineering Studies beyond those necessary for budget compliance.
15. Detention Ponds

C. Design Team

With prior written approval from Owner, VAI will have the right to replace current consultants or utilize other design consultants as will best serve the project during the design phase.

Architectural / Overall Project Management

VAI Architects

Structural Engineer

Gojer Engineering

MEP / IT

DBR Associates, Inc.

Civil / Landscape

Pacheco Koch Engineers

D. Milestones and Format for Deliverables

Milestones for submittals of drawings and technical specifications are as follows: one (1) at schematic design (no technical specification at SD); one (1) at design development; and three (3) at construction documents (50, 95%, Final). Deliverables for the design documents at each milestone will be electronic (PDF) submittal for Client review / use.

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

III. PROJECT SCHEDULE

Upon execution of the contract and notice to proceed VAI will prepare a detailed project schedule for the entire project inclusive of all owner review periods, proposed milestones, using Microsoft Project. A list of critical dates will be developed from this schedule and updated as the project progresses. Our initial estimate of the schedule is six (6) months for the design phase and twelve (10) months for construction for a total of (16) sixteen months. Our initial estimated schedule is as follows:

Phase	Duration
I. Schematic Design	1.5months
II. Design Development	1.5 months
III. Construction Documents	3 months
IV. Bidding / Negotiation / Contract Execution	2 months
V. Construction and Contract Administration	8 months
Total Project	16 months

IV. BASIS OF COMPENSATION

A. Professional Services

The proposed professional fee for the design services for the scope of Professional Design Services described above is calculated on a lump sum basis as follows:

Professional Design Services
$180,000.00 Plus Reimbursable Expenses (reference C below)
(One hundred and eighty thousand and 00/100 dollars)

B. Fee Breakdown Per Phase

The current lump sum fee breakdown per phase shall be as follows:

20%	**Programming/ Concept/ Schematic Design**	**$36,000.00**
20%	**Design Development**	**$36,000.00**
35%	**Construction Documents**	**$63,000.00**
3%	**Bidding**	**$5,400.00**
22%	**Contract Administration**	**$39,600.00**
	Total	**$180,000.00**

C. Project Expenses

We have provided a Not-to-Exceed **allowance $10,000 for Project expenses**. Project expenses are excluded from the fee and will be billed at 1.1 times actual cost**.** These expenses include reproduction of documents for design reviews and submittals; mailings, couriers or special overnight deliveries; special presentation media; long distance telephone; fees paid for securing approvals from Authorities having jurisdiction over the project including, TAS registration and inspection fees, permit fees and project related travel outside the Metroplex area

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

E. Additional Services

1.	**Surveying Services**	
	a. **Topographical Survey**	**$4,950.00**
2.	**Engineering Services**	
	Final Design	**$24,200.00**
3.	**Surveying Special Services (if requested)**	
	a. Geodetic Control Monument	**$2,615.00**
	b. Easement Documents (each, plus tax)	**$2,275.00**
	c. Site Boundary Determination	**$3,300.00**
4.	**Engineering Special Services (if requested)**	
	a. Civil Bid and Construction Phase Services	**Hourly ($3,500 est.)**
5.	**Landscape Architecture Special Services (if requested)**	
	a. Landscape Bid and Construction Phase Services	**Hourly ($3,500 est.)**

Fees associated with the services additional to the Professional Services described above will be presented to the Client in writing for authorization prior to executing any work.

For additional services not included in this proposal, the billable hourly rates per Exhibit C will apply or can be negotiated as a Lump Sum.

Payment by the Client shall be made to VAI within thirty (30) days of monthly invoicing, based on percentages of completion of each stage of services.

V. Special Provisions

Please note that our office has made the following assumptions with respect to this proposal:

A. Client will provide a single point of contact for this project. VAI will rely on the single point of contact for day-to-day communication, except when it is necessary to be involved in design review meetings with the City of Celina, Celina Fire Department, and various other meetings described in this proposal.

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

B. Construction contractor shall provide adequate copies of shop drawing submittals for review by VAI. Printing for additional sets of contractor shop drawing submittals for distribution is not included. Digital processing of shop drawings is preferred by our team.

C. Digital drawings will be prepared using Revit. As-built drawings in AutoCAD will be provided to the City. Other project documentation, including technical specifications, will be prepared utilizing Microsoft Word.

D. Terminal boxes and conduit to ceilings and alarm system wiring is included.

E. No USGBC LEED or other sustainability program related design, management or registration is included.

F. Coordination with Client's contracted Commissioning Agent is included.

G. VAI reserves the right to discuss professional services fee adjustments the construction phase extends beyond ten (10) months from the eight (8) months indicated in the schedule above through no fault of VAI.

We look forward to working with you and all your team members on this very important project. Please do not hesitate in contacting me should you have any questions or if additional information is required.

Sincerely,



Barton Drake, A.I.A., NCARB
Principal/Architect

Copy: Russell Himes, Mark Mortimer

Attachment: 09082021 Celina Senior Center Proposal (Senior Center Design)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Barbara Sprinkle, Purchasing
CC: Andy Glasgow, Director of Engineering
Date: January 11, 2022
Re: 18 Inch Water Line - Public Works

Action Requested:
Consider and act to authorize an agreement for engineering services for the design of an 18 and 24 inch water line extension (Marble Ct to the PW Building) with TRC Engineers, Inc., in an amount not to exceed $144,850.00. (Berry)

Background Information:
The project includes approximately 7,880 linear feet of 18 inch water line along N Preston Road from Marble Court to County Road 106 and continuing to the Public Works Building. The agreement including the fee schedule and timeline are attached.

The timeline is 90 days.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization 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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Authorization

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** November 14, 2017

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	TRC Engineers, Inc.		
Consultant Project #:	-		
Project Name:	24” and 18” Water Line Extension (From Marble Ct to Public Works Building)		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: **accountspayable@celina-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **See attached Engineering Services Proposal.**
2. **Compensation:** **$144,850**
3. **Timeline:** **90 days (Design Services) from Notice to Proceed.**

Attachment: Proposal_Waterline Extension to Public Works_Rev2_220104 (18" Water Line Extension (Marble Ct to PW Building))

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Justin Thomas Signature
	Justin Thomas, P.E. – DMS Office Practice Leader Printed Name & Title
Printed Name & Title	
	1/4/2021 Date
Date	

Attachment: Proposal_Waterline Extension to Public Works_Rev2_220104 (18" Water Line Extension (Marble Ct to PW Building))

700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

January 4, 2022

Mr. Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N. Ohio Street
Celina, TX 75009

Re: 24" and 18" Water Line Extension (From Marble Ct to Public Works Building)
Engineering Services Proposal

Dear Mr. Glasgow:

The City of Celina (City) has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. The overall project consists of approximately 3,305 linear feet of 24" water line along N Preston Road from Marble Ct to County Road (CR) 106 and 4,575 linear feet of 18" water line continuing to the Public Works building, as shown in the attached exhibit. A preliminary construction cost estimate is attached for the City's use.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the City and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Justin Thomas

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Attachments

Attachment: Proposal_Waterline Extension to Public Works_Rev2_220104 (18" Water Line Extension (Marble Ct to PW Building))

CITY OF CELINA, TEXAS
24" AND 18" WATER LINE EXTENSION
TRC SCOPE OF WORK
JANUARY 4, 2022

TASK 1 – TOPOGRAPHIC SURVEY

TRC will provide topographical data as required to complete the preliminary engineering design. Survey data will be provided in AutoCAD format and include an existing basemap showing locations of street ROW, property lines, easements, trees, fences, culverts and other pertinent existing features within the project area. Surveyor will contact utility locating service prior to fieldwork for marking of underground utility lines and provide deed research of adjacent property ownership within the proposed project area. The survey will provide control points for use during construction. The survey will encompass an 80 ft wide path from the centerline of the existing roadways to 20ft outside of the future roadway ROW limits.

TASK 2 – EASEMENT EXHIBITS

After the City approves the water line preliminary layouts, TRC will provide up to eleven (11) exhibits for the City's use in acquiring additional easements from property owners for the proposed water. TRC will provide existing street ROW information and coordinate with the City to confirm future street ROW limits to ensure the proposed water line will not conflict with future street expansions. All easement exhibits will be signed and sealed by a professional land surveyor registered in the State of Texas and will include a legal description of the individual tracts.

TASK 3 – DESIGN SERVICES

Upon City approval of the preliminary layout of future CR ROW limits, TRC will prepare detailed plans and specifications for the proposed water line, similar to the routing shown in the attached exhibit. Plan sheets will include plan and profiles of the water line showing horizontal and vertical alignment, standard notes and details.

It is anticipated that TRC will submit a 60%, 90% and 100% set of construction plans for the City to review. TRC will attend design progress meetings and provide updated engineer's opinion of probable construction costs with each submittal.

TASK 4 - CONSTRUCTION ADMINISTRATION

Bidding and Construction Administration - TRC will assist the City in the bid process including preparation of bid advertisement document, attendance at a pre-bid meeting if necessary, respond to contractor questions, preparation of addenda, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents. After the bidding is completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the City with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at monthly progress meetings (maximum of three) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and City staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

Attachment: Proposal_Waterline Extension to Public Works_Rev2_220104 (18" Water Line Extension (Marble Ct to PW Building))

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the City's standards.
- City will be responsible for arranging ROW, easement, and/or property access (including Right-of-Entry letters signed by landowners) prior to commencement of fieldwork.
- Water line alignment will be similar as shown in the attached exhibit.
- Existing water utilities can accommodate the proposed improvements.
- The City will coordinate with TxDOT for any utility permits that may be necessary.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Street lighting, landscape and/or irrigation design.
- Analysis of the City's existing water system.
- Traffic control plan.
- Construction staking.
- Continuous construction inspection or services other than those listed above.
- Franchise utility relocation coordination.
- Detailed title search or title policy.
- Landowner contact or easement negotiations.
- Attendance at or preparation for condemnation hearings.
- Environmental or permitting services.
- Fees required by any regulatory agencies such as TxDOT, USACE, Collin County, etc.
- Public outreach meetings.

COMPENSATION FOR SERVICES

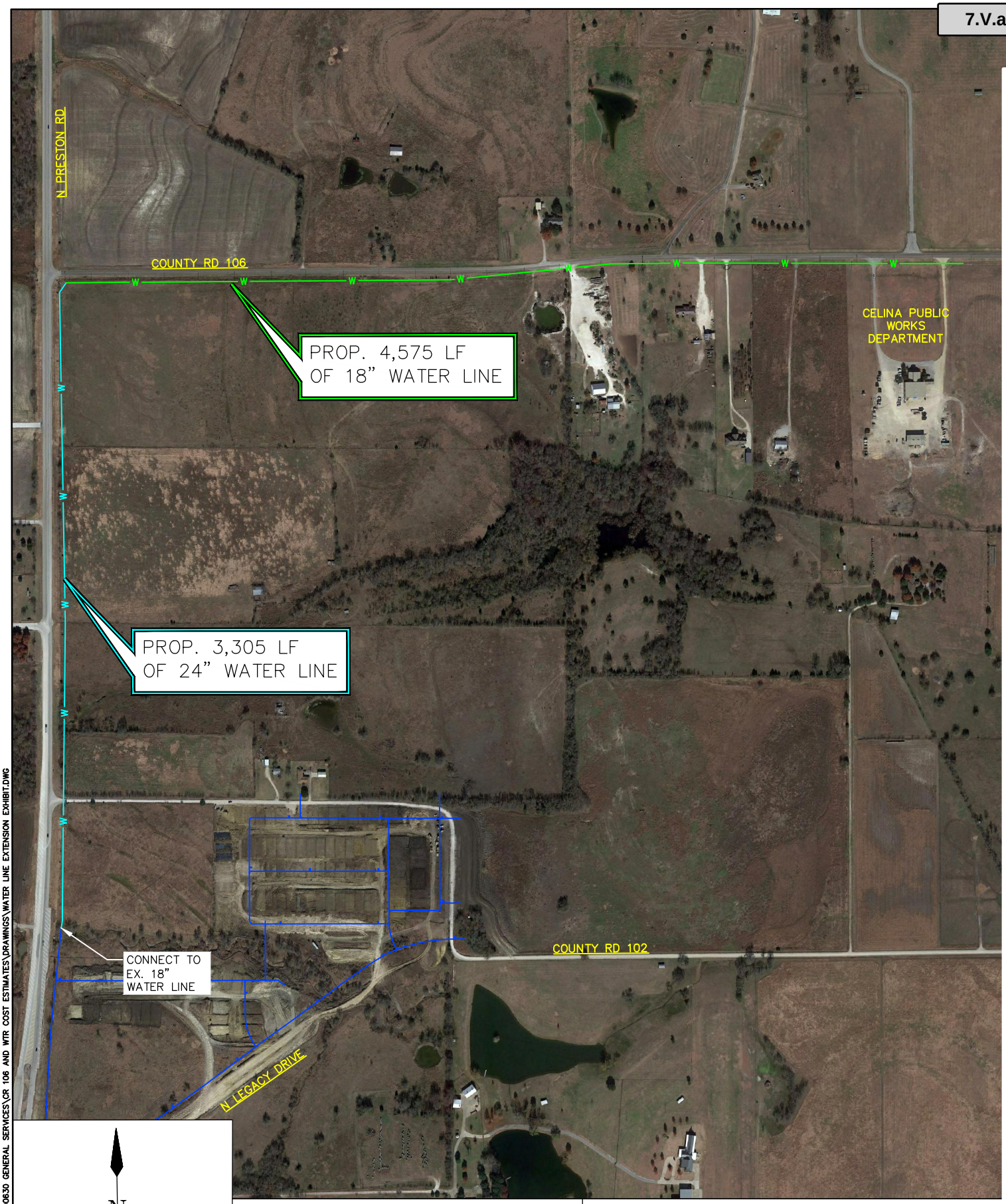
The cost to provide the design engineering services will be invoiced as a lump sum project. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the City's review is shown below.

Tasks:

1.	Topographic Survey	$ 21,700
2.	Easement Exhibits (11 at $1,800 each)	$ 19,800
3.	Civil Engineering	$ 87,400
4.	Bidding and Construction Administration	$ 15,950
	TOTAL CONTRACT AMOUNT:	**$ 144,850**

TRC's fees above are based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).

Attachment: Proposal_Waterline Extension to Public Works_Rev2_220104 (18" Water Line Extension (Marble Ct to PW Building))



N

650 325 0 650 1300

SCALE : 1" = 650'

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

WATER LINE EXTENSION TO PUBLIC WORKS
CELINA, TX

1/4/2022

H:\WORK IN PROGRESS\CELINA\400830 GENERAL SERVICES\CR 106 AND WTR COST ESTIMATES\DRAWINGS\WATER LINE EXTENSION EXHIBIT.DWG

Attachment: Proposal_Waterline Extension to Public Works_Rev2_220104 (18" Water Line Extension (Marble Ct to PW Building))



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
Date: January 11, 2022
Re: Fire Mitigation Rates

Action Requested:
Consider and Act Upon an Ordinance accepting and approving Fire Mitigation Rates. (Metdker)

Background Information:
City of Celina is putting in place fire mitigation rates in order to allow Emrgicon to assist with billing since insurance companies need this in place in order to fund.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Fire Mitigation Ordinance

Staff Recommendation:
Approve

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF CELINA.

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 Celina City Council has determined that the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the Celina City Council desires to implement a fair and equitable procedure by which to collect said mitigation costs and shall establish a billing system in accordance with applicable laws, regulations and guidelines; and

WHEREAS, the City Council finds that the adoption of this ordinance is in the best interest of the citizens of the City of Celina.

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

SECTION 1
ESTABLISH MITIGATION RATES

The City of Celina shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2
FILING CLAIMS

A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3
AMENDMENTS

The Celina City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4
PUBLIC ACKNOWLEDGEMENT

It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5
EFFECTIVE DATE

This Ordinance shall be effective immediately upon its passage and adoption as permitted by law.

SECTION 6
UPDATING MITIGATION RATES

The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

{Signature Page Follows}

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

PASSED AND APPROVED By the City Council of Celina, Texas, on this 11 day of January 2022.

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: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

EXHIBIT A

MITIGATION RATES

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - $506.00
Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - $576.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - $704.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - $1,520.00
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - $465.00
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

ADDITIONAL TIME ON-SCENE
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

HAZMAT

Level 1 - $816.00
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - $2,913.00
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – $6,875.00
Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ $336.00 per HAZMAT team**.

ADDITIONAL TIME ON-SCENE (for all levels of service)
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

FIRE INVESTIGATION
Fire Investigation Team - $321.00 per hour.
Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

FIRES
Assignment - $466.00 per hour, per engine / $582.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES
Assignment - $466.00 per hour, per engine / $582.00 per hour, per truck
When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at $466 plus $58 per hour, per rescue person.

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

Level 2
Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at $932 plus $58 per hour, per rescue person.

Level 3
Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at $2,334 plus $58 per hour per rescue person, plus $117 per hour per HAZMAT team member.

Level 4
Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE
Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed $466 for the first response vehicle plus $58 per rescue person. Additional rates of $466 per hour per response vehicle and $58 per hour per rescue person.

CHIEF RESPONSE
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at $290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

GAS LEAKS (Natural)

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

LEVEL 1

(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment -$466.00 per hour, per engine / $582.00 per hour, per truck

LEVEL 2

(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- $748 per hour, per engine / $58 per hour, per rescue person.

LEVEL 3

(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- $932 per hour, per engine / $58 per hour, per rescue person.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

1) Certificate of Occupancy - $60.00.

2) Temporary Certificate of Occupancy - $60.00.

3) After Hours Inspections (after 5:00 p.m. or on weekend)
   i. $150.00 per hour for first two hours.
   ii. $50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

1) 1-10 devices - $75.00.

2) 11-25 devices - $100.00.

3) 26-100 devices - $200.00.

4) 101-200 devices - $275.00.

5) 201-500 devices - $500.00.

6) Per device for each device over 500 - $1.00.

c) Fire Sprinkler Systems.

1) Underground- $150.00.

2) Aboveground, 1-19 heads - $75.00

3) Aboveground 20-100 heads - $100.00.

4) Aboveground, 101-300 heads - $200.00.

5) Aboveground 301-1,000 heads - $400.00.

6) Per head/or each over 1,000 heads - $1.00.

7) Fire Pump, additional - $150.00.

d) Access Control.

1) 1-10 Doors - $75.00.

2) 11-25 Doors - $100.00

3) 26-100 Doors - $200.00.

4) 101-200 Doors - $275.00

5) 201-500 Doors - $500.00.

6) Per device for each device over 500 - $1.00.

e) Fire Alarm System Permits.

1) Residential Permit Fee - $50.00 annually.

i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.

2) Non-Residential Permit Fee - $100.00 annually.

f) False Alarm Billing Fee (Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5t 11) false alarm calls within a twelve (12) month period is $75.00 per call.

3) The fee for the sixth (6th) and seventh (i h) false alarm calls within a twelve (12) month period is $250.00 per call.

4) The fee for the eight (81h) false alarm call and any false alarm call beyond the eighth (8th)

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

within a twelve (12) month period is $500.00 per call.

g) False Alarm Fee (Non-Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (41h) and fifth (5 th) false alarm calls within a twelve (12) month period is $150.00 per call.

3) The fee for the sixth (6th) and seventh (i h) false alarm calls within a twelve (12) month period is $500.00 per call.

4) The fee for the eighth (8t11) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is $1,000.00 per call.

Fire Marshal Annual Inspection Fee.

1) l - l,500sq.ft. -$50.00 annually.
2) 1,501 - 3,000 sq. ft. - $55.00 annually.
3) 3,001 - 5,000 sq. ft. - $60.00 annually.
4) 5,001 - 10,000 sq. ft. - $65.00 annually.
5) 10,001 - 25,000 sq. ft. - $70.00 annually.
6) 25,001 - 50,000 sq. ft. - $75.00 annually.
7) 50,001 - 75,000 sq. ft. - $80.00 annually.
8) 75,001 - 100,000 sq. Ft. - $100.00 annually.
9) 100,001 - 200,000 sq. ft. - $120.00 annually.
10) 200,001 sq. ft. and greater - $280.00 annually.

h) Hazardous Materials Annual Permit (includes flammable/combustible liquids).

1) Powders and Solids

i. 1,000 lbs. and less - $25 .00

ii. 1,001 - 2,000 lbs. - $37.50.

iii. 2,001 - 5,000 lbs. - $70.00.

iv. 5,001 lbs. and over - $137.50.

2) Liquids and Gels.

i. 25 gallons or less - $25.00.

ii. 26 -100 gallons - $37.50.

iii. 101- 1,000 gallons - $70.00.

iv. 1,001 gallons or more - $137.50.

i) *Plan Review Fees*.

1) Plan Review - $60.00.

2) Fire Alarm System - $70.00.

3) Fire Sprinkler System - $150.00.

4) Emergency Lighting- $37.50.

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

5) Special Lighting - $30.00.

6) Liquid storage tanks, hazardous materials - $70.00.

j) Reinspection Fee - $60.00.

k) Special Permits.

1) Blasting operation - $65.00 per day.

2) Pyrotechnic display - $65.00 per day.

3) Tent permit.

i. 1 - 30 days - $30.00.

ii. Each additional 30 days or portion thereof- $30.00.

l) ***Underground Storage Tanks Installation***. The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.

1) 0 - 1,000 gallons - $50.00.

2) More than 1,000 gallons - $100.00.

m) LPG Tank Installation or Removal - $50.00.

n) Special Event Fees.

1) Fire marshal permit.

i. $125.00 for first day.

ii. $75.00 per each additional day thereafter.

2) Fire marshal on premises - $65.00 per hour.

3) Standby fire personnel, no apparatus - $65 .00 per hour (each, three hour minimum).

4) Standby ambulance, with personnel - $130.00 per hour (three hour minimum).

5) Standby engine or truck, with personnel - $195.00 per hour (three hour minimum).

o) State Mandated Inspections.

1) Hospitals - $100.00

2) Nursing and long-term care homes - $75.00.

3) Daycare/Mother's Day out- $50.00.

4) Foster home or adoptive home - $10.00.

5) Home inspection (insurance) - $50.00."

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

Attachment: EmergiFire Ordinance (Ordinance Setting Fire Mitigation Rates)

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	La Terra - DA 2nd Amendment

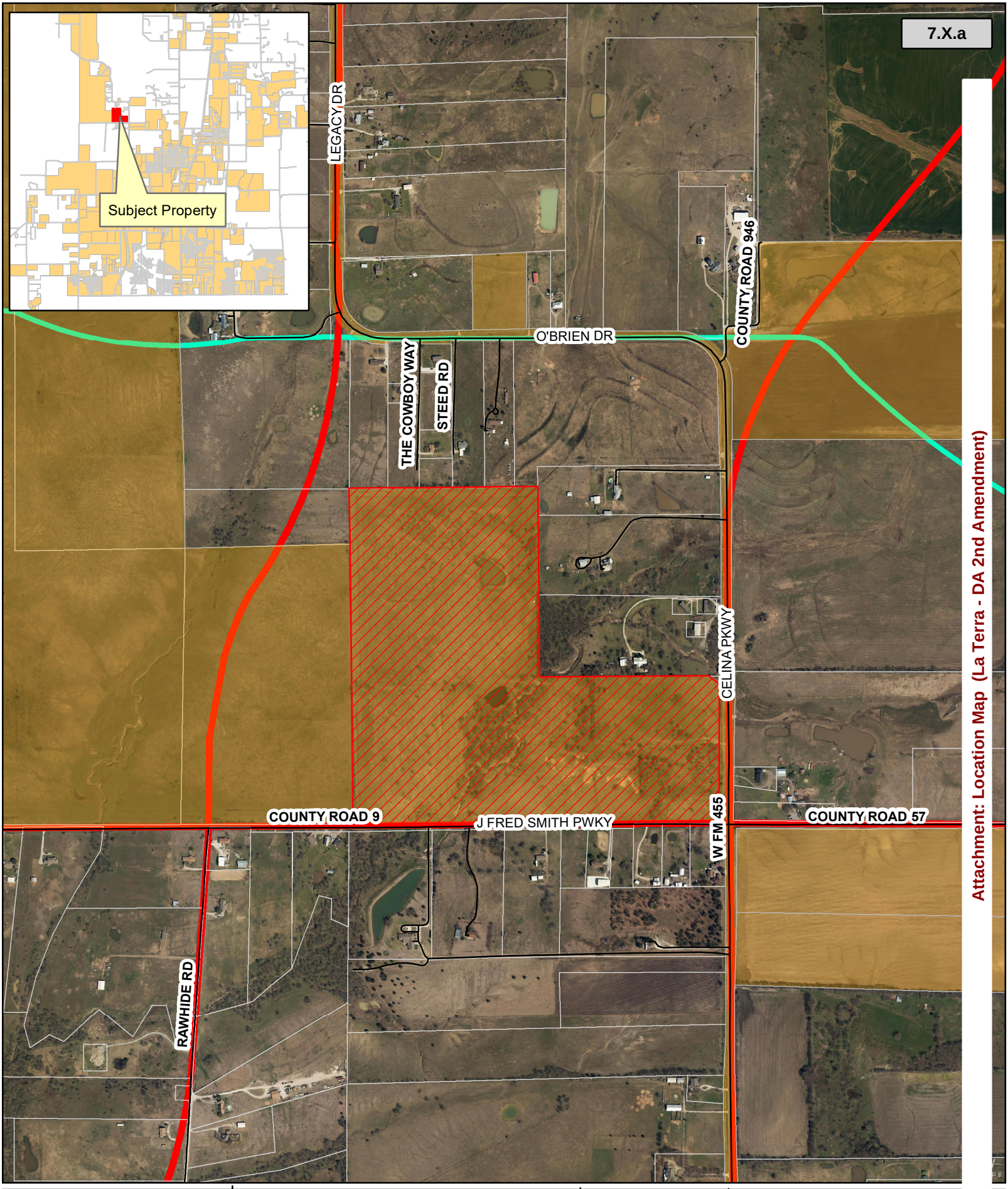
Action Requested:
Consider and act upon a request to amend a development agreement with Qualico Developments (U.S.), Inc.; generally located west of FM 455 and north of CR 9, within the City Limits. (La Terra - DA 2nd Amendment) (Mohan)

Applicant:
Qualico Developments (U.S.), Inc.
14400 The Lakes Blvd, Building C, Suite 200
Austin, Texas 78660

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 (La Terra - DA 2nd Amendment)

CELINA TEXAS est. 1876
Life Connected.

La Terra
Location Map

Date: 4/6/2020

Legend
- Roads
- LaTerra
- City Limits
- Parcels

N W E S

0 Feet

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 Qualico Developments (U.S.), Inc., a Delaware corporation (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 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"), 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, PLD assigned all of its obligations, rights, title, and interest in and to the Development Agreement to Horizon Capital Partners LLC, a Texas limited liability company ("Horizon Celina Partners"), pursuant to that certain Assignment and Assumption of Development Agreement; and

WHEREAS, Horizon Capital Partners LLC assigned all of its obligations, rights, title, and interest in and to the Development Agreement to Horizon Celina Partners LLC, a Texas limited liability company ("Horizon Celina Partners"), pursuant to that certain Assignment and Assumption of Development Agreement, effective February 28, 2020; and

WHEREAS, the City and Horizon Celina Partners entered into that First Amendment to Development Agreement, effective February 2, 2021; and

WHEREAS, Horizon Celina Partners assigned the Development Agreement to the Owner pursuant to that certain Assignment of Development Agreement, effective September 22, 2021; 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

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. Public Education Support. Section 4.1 of the Development Agreement, as amended, is hereby amended by adding the following Section 4.1(e):

"(e) Public Education Support. The Owner requests, and the City agrees, that the City collect an additional One Hundred Dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, the Owner agrees to cause the homeowners' association that the Owner intends to create over all or some of the Property (which will initially be controlled by the Owner) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit J**, at the first/organization meeting of said association. In addition, when the Owner creates the homeowners' association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit J**."

Section 2. Notice. Section 11.2 of the Development Agreement, as amended, is hereby amended to replace the notice information provided for the Owner with the following information:

"To the Owner: Qualico Developments (US), Inc.
14400 The Lakes Blvd.
Building C, Suite 200
Austin, Texas 78660
Attention: LaNelle Deardorf, Regional Vice President
Telephone: (512) 703-9414
Email: ldeardorf@qualico.com"

Section 3. Exhibits. Section 11.12 of the Development Agreement, as amended, is hereby amended to include the following exhibit, as attached hereto:

Exhibit J Form of Education Fund Agreement

Section 4. No Other Amendments. 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 4. Counterparts. 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.

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

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

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
David Amsler, Assistant City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

OWNER:

QUALICO DEVELOPMENTS (U.S.), INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2022, by _____, _____ of Qualico Developments (U.S.), Inc., a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

EXHIBIT J

EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

ARTICLE II.
ADDITIONAL PROVISIONS

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

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for

purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

EXHIBIT A—PROPERTY DESCRIPTION

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: Revised Development Agreement (La Terra - DA 2nd 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';

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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: Revised Development Agreement (La Terra - DA 2nd Amendment)

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Revised Development Agreement (La Terra - DA 2nd Amendment)

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Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: CISD Coit Road Middle School - Annexation

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

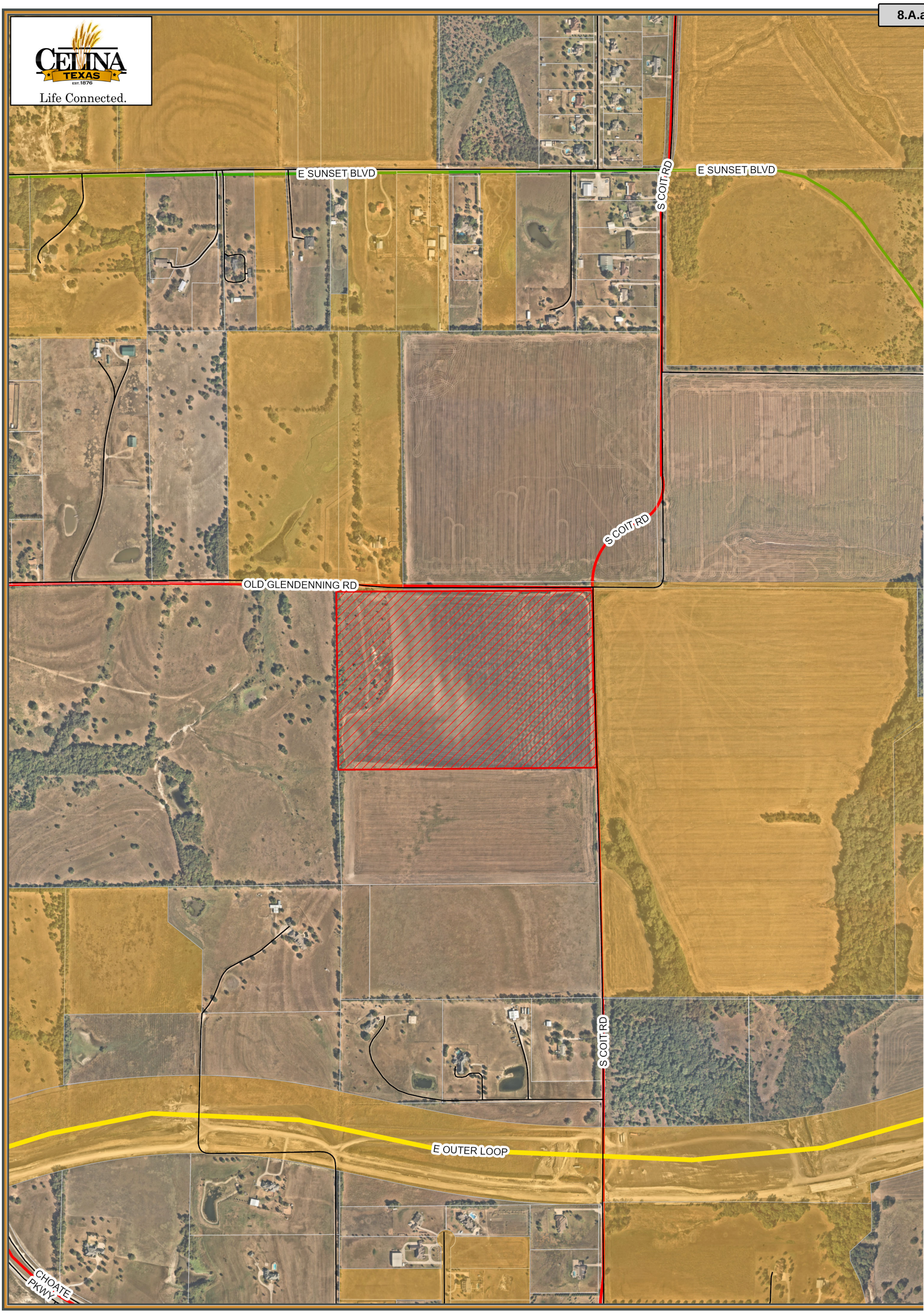
Applicant:
Celina Independent School District
205 S. Colorado St.
Celina, TX 75009

Background Information:
This item is for the annexation of the CISD Coit Road Middle School. Please refer to the attached documents for further information, and the accompanying annexation service agreement and zoning agenda items.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

CISD MS Location Map

City of Celina

11/17/2021

N W E S

0 500 1,000 Feet

Attachment: Location Map (CISD Coit Road Middle School – Annexation)

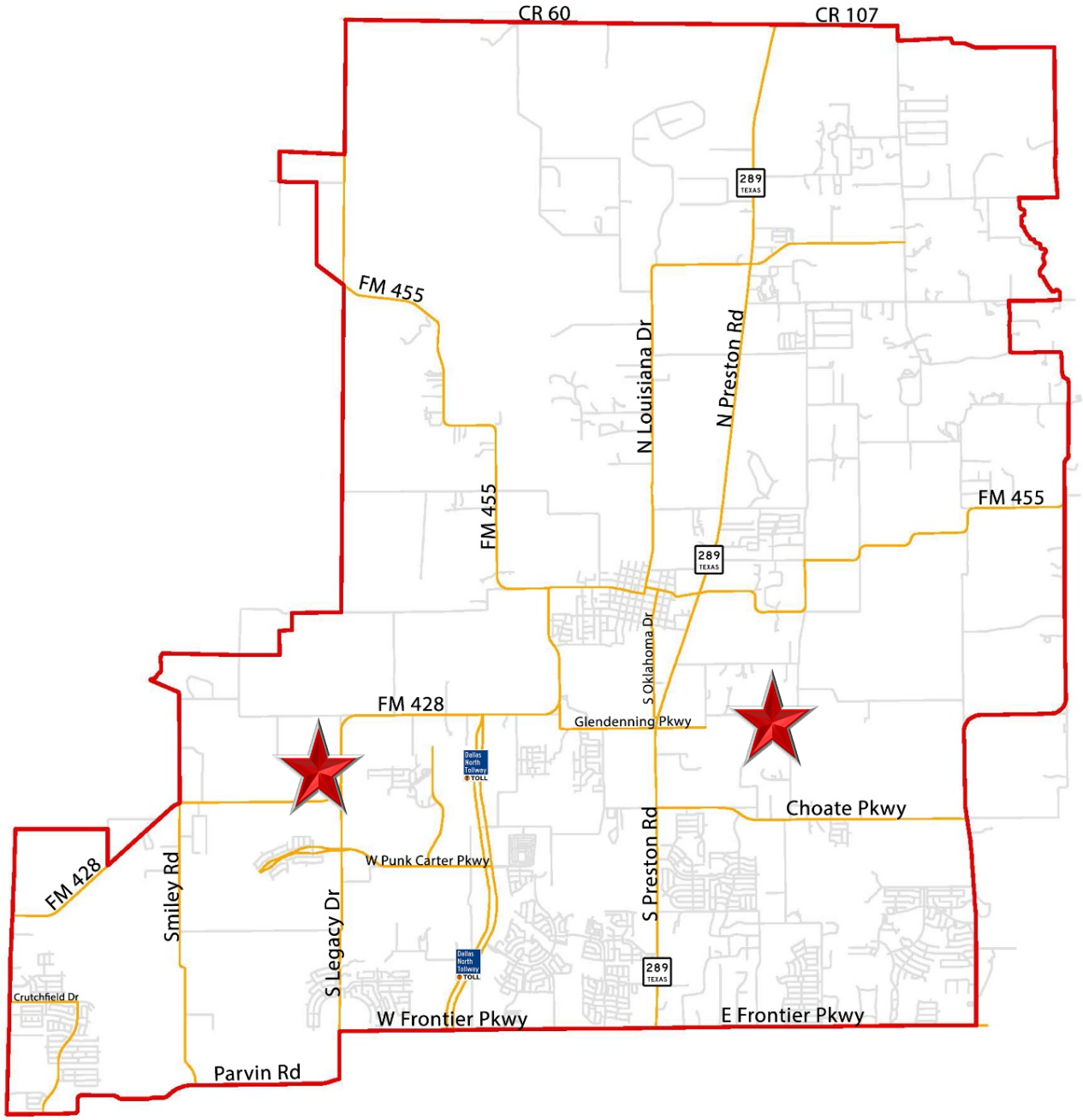
CISD COIT ROAD MIDDLE SCHOOL & WESTERN HIGH SCHOOL

Annexation & Zoning

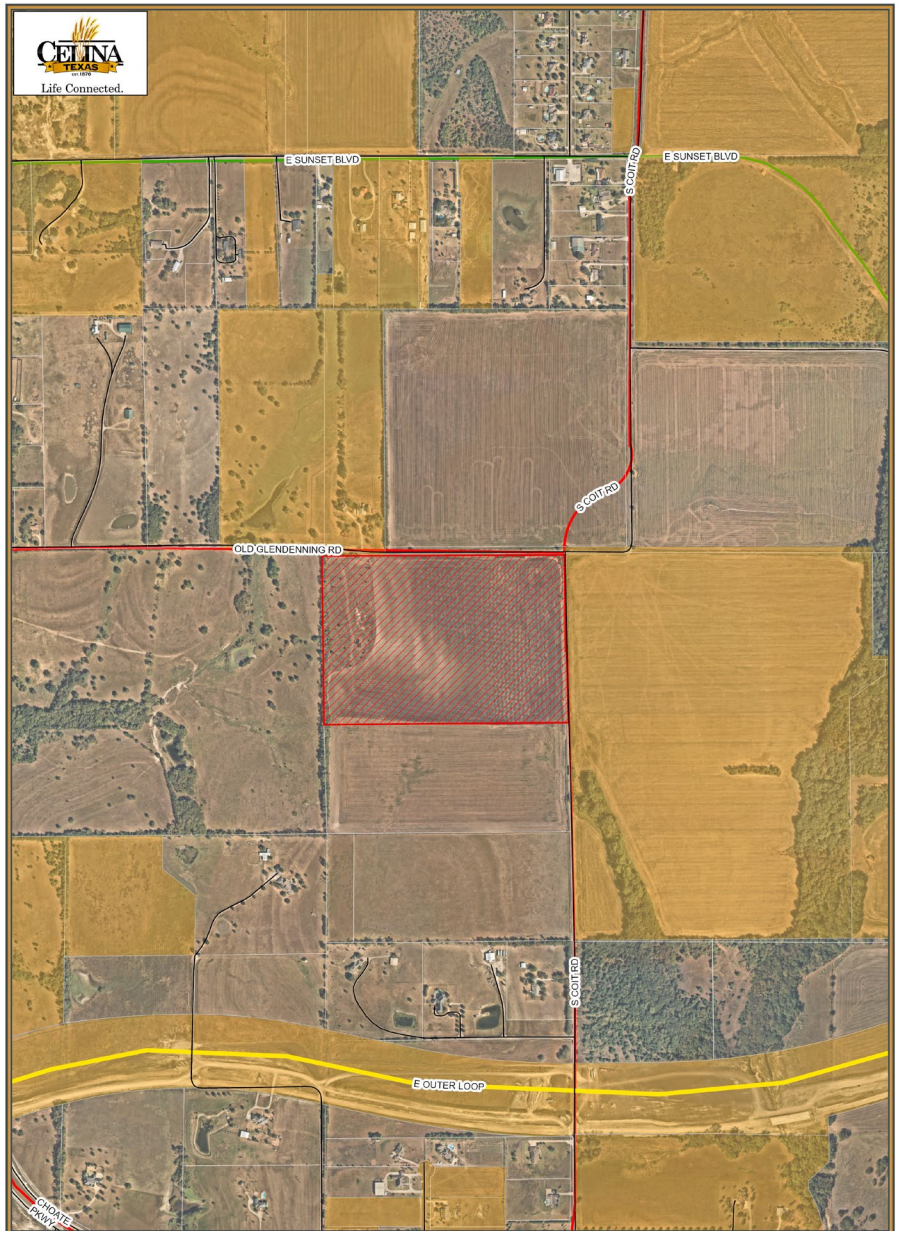
City Council
January 11, 2022



Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)



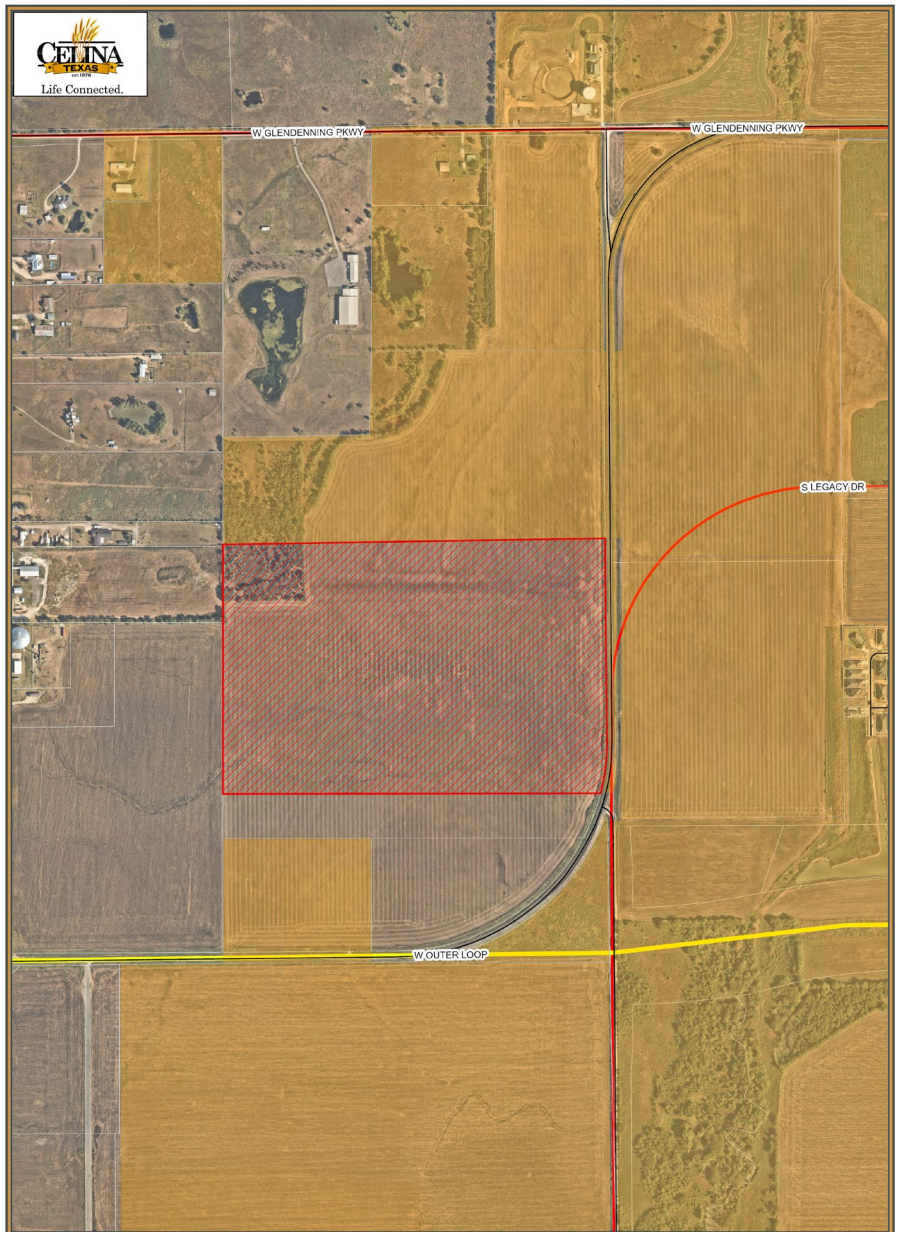
Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)



LOCATION MAP (MIDDLE SCHOOL)

The subject property is generally located at the southwest corner of future Coit Road and future Glendenning Road

Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)



LOCATION MAP (HIGH SCHOOL)

The subject property is generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop

Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)

BACKGROUND

- The middle school property is approximately 45 acres and the high school property is approximately 65 acres
- Both properties are located within the Extraterritorial Jurisdiction (ETJ) and are voluntarily annexing
- The applicant is proposing a base zoning of Community Facilities (CF) district

Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)

POLICY CONSIDERATIONS

- Community Facilities is an appropriate zoning district for municipal and school properties

Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its December 16th regular meeting
- Staff recommends approval of the Annexation & Zoning as presented

Attachment: Staff Presentation (CISD Coit Road Middle School – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
CISD COIT ROAD MIDDLE SCHOOL C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 45 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE SOUTHWEST CORNER OF FUTURE COIT ROAD AND FUTURE GLENDENNING ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 11th day of January, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 27th day of December, 2021, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of January, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

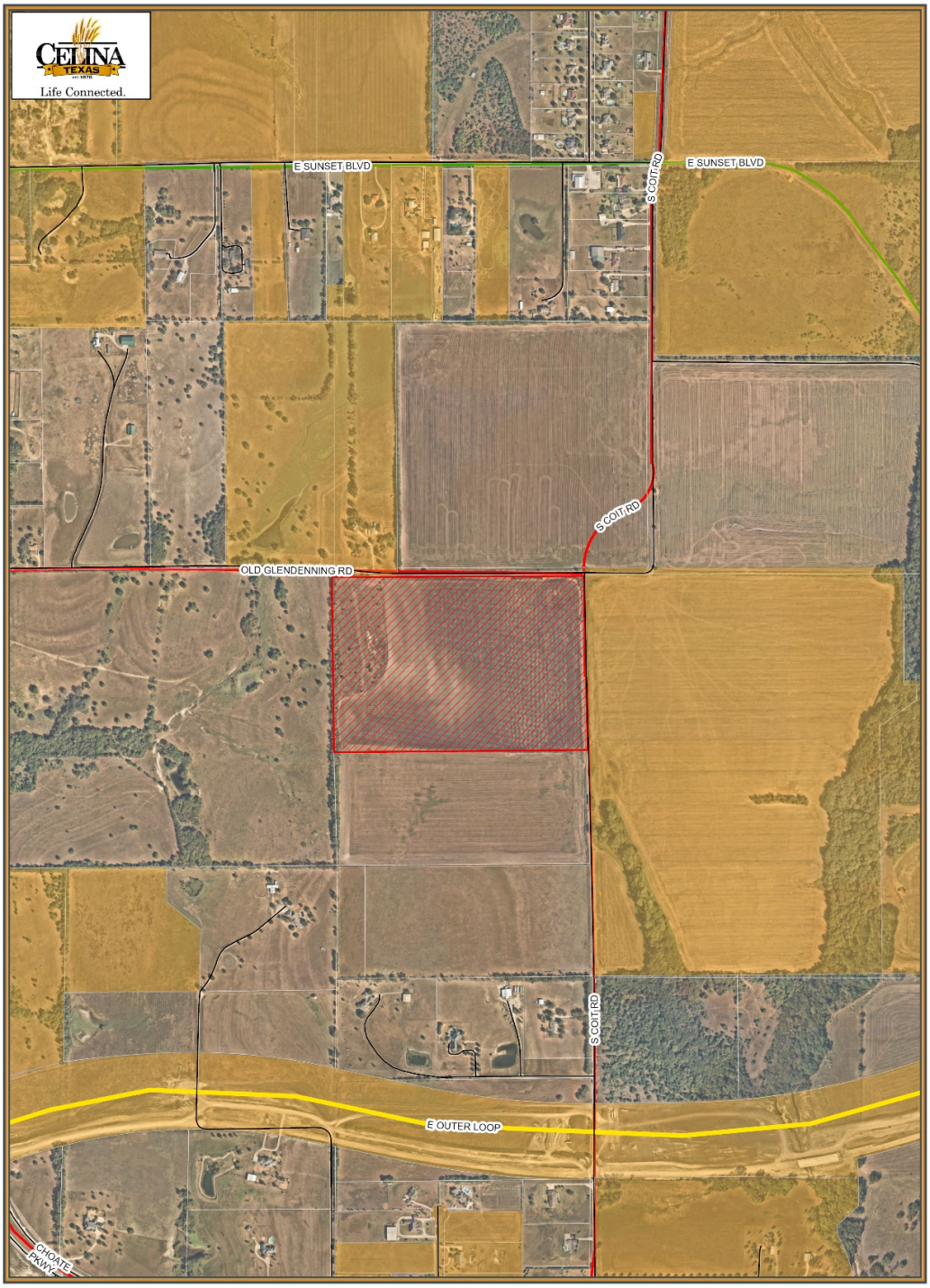
_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

Exhibit "A"
Property Depiction
Including and any and all adjacent rights-of-way



Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

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.

Attachment: Draft Ordinance (CISD Coit Road Middle School – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: CISD Coit Road Middle School - Zoning

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

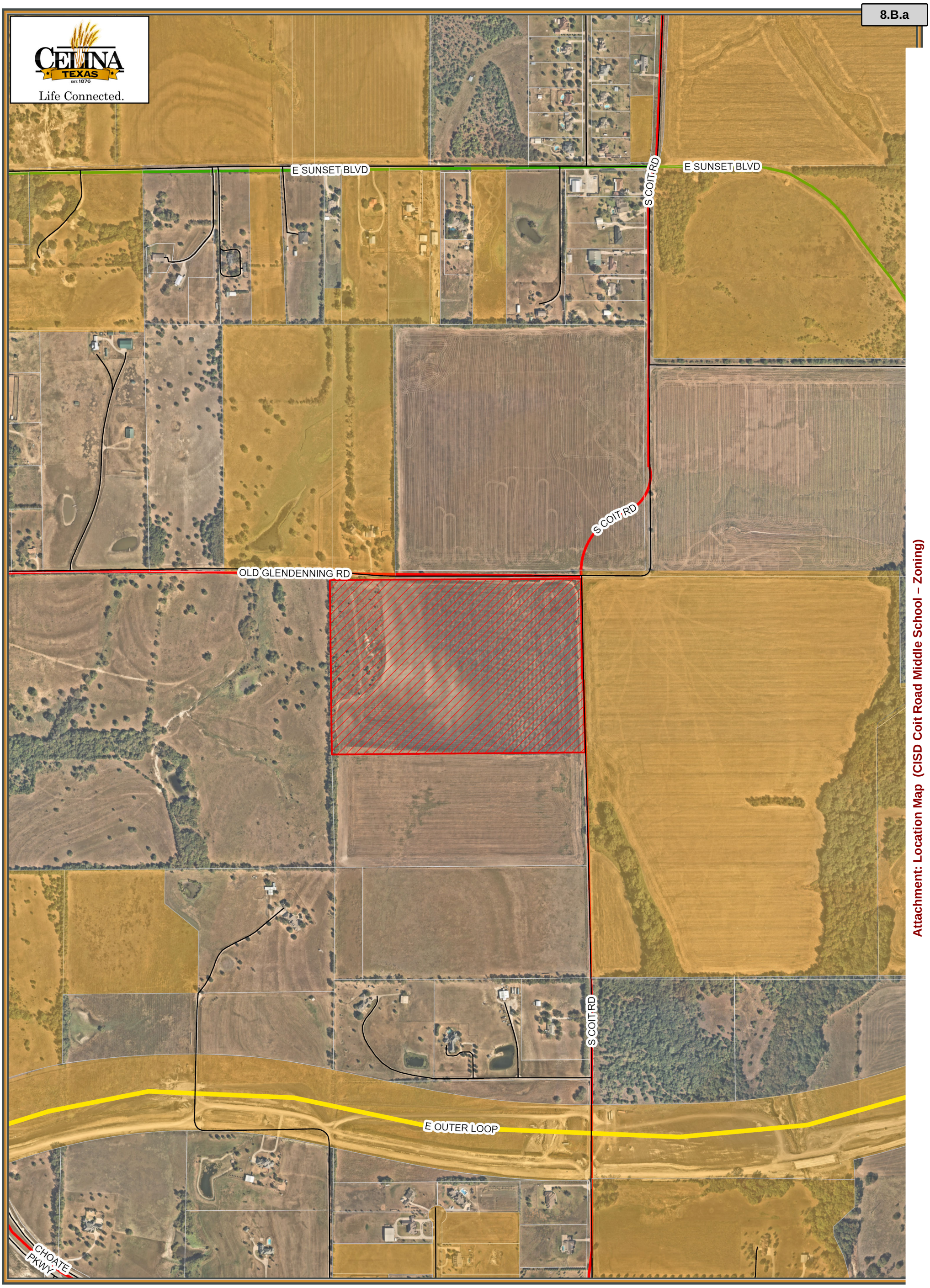
Applicant:
Celina Independent School District
205 S. Colorado St.
Celina, TX 75009

Background Information:
This item is for the zoning of the CISD Coit Road Middle School. Please refer to the attached documents for further information, and the accompanying annexation agenda items.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

CISD MS Location Map

City of Celina

11/17/2021

N W E S

0 500 1,000 Feet

Attachment: Location Map (CISD Coit Road Middle School – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CISD COIT ROAD MIDDLE SCHOOL

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 45 ACRE TRACT OF LAND LOCATED IN LEVIN ROUTH SURVEY, ABSTRACT NO. A0779, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF FUTURE COIT ROAD AND FUTURE GLENDENNING ROAD; AS DEPICTED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF), 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 is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically depicted in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and 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

Attachment: Draft Ordinance (CISD Coit Road Middle School – Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land depicted 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 the zoning classification is hereby established as Community Facilities District (CF), on a certain tract of land depicted in Exhibit "A".

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 depicted in Exhibit "A" attached hereto and incorporated herein as Community Facilities District (CF).

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 depicted in Exhibit "A" 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.

Attachment: Draft Ordinance (CISD Coit Road Middle School – Zoning)

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (CISD Coit Road Middle School – Zoning)

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of January, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

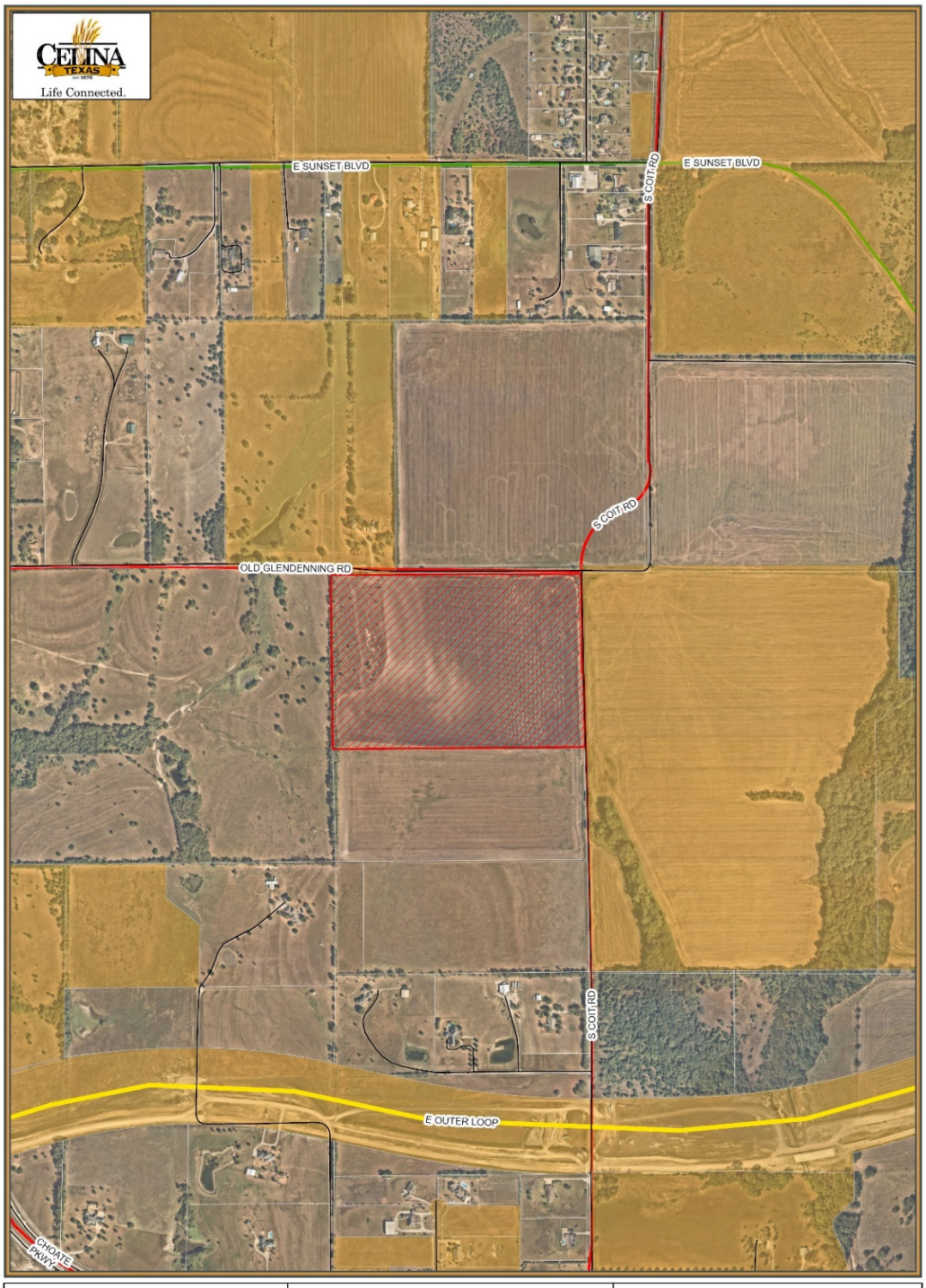
[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (CISD Coit Road Middle School – Zoning)

Exhibit "A"
Property Depiction



Attachment: Draft Ordinance (CISD Coit Road Middle School – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: CISD Western High School - Annexation

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

Applicant:
Celina Independent School District
205 S. Colorado St.
Celina, TX 75009

Background Information:
This item is for the annexation of the CISD Western High School. Please refer to the attached documents for further information, and the accompanying annexation service agreement, zoning agenda item, and the CISD Coit Road Middle School annexation item.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

W GLENDENNING PKWY

W GLENDENNING PKWY

S LEGACY DR

W OUTER LOOP

Legend

- Subject Property
- City Limits
- Roads
- Parcels

CISD HS Location Map

City of Celina

11/18/2021

N W E S

0 420 840 Feet

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
CISD WESTERN HIGH SCHOOL C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 65 ACRES OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED WEST OF FUTURE LEGACY DRIVE AND APPROXIMATELY 850 FEET NORTH OF THE FUTURE COLLIN COUNTY OUTER LOOP, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 11th day of January, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 27th day of December, 2021, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (CISD Western High School – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

Attachment: Draft Ordinance (CISD Western High School – Annexation)

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of January, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

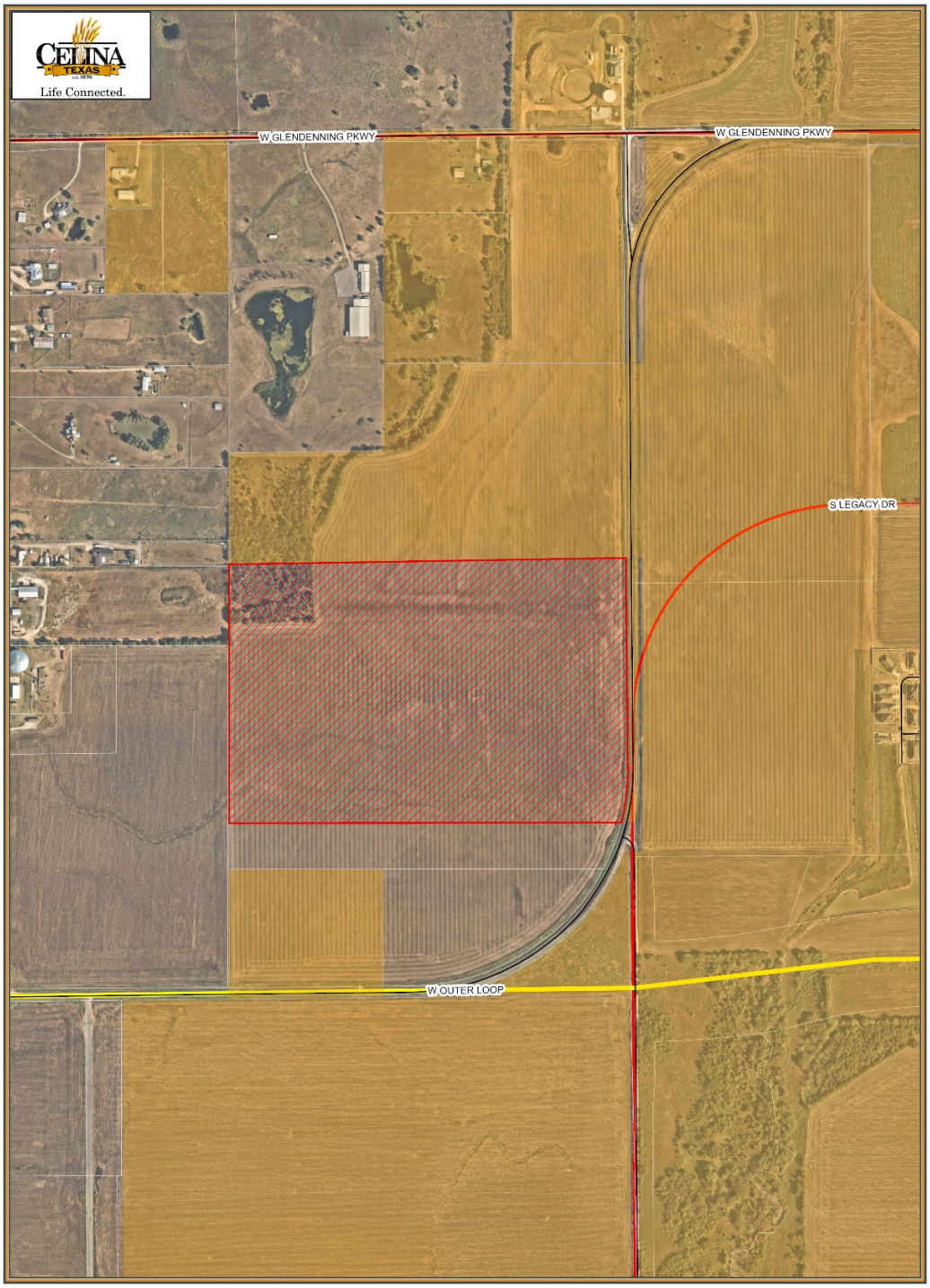
_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (CISD Western High School – Annexation)

Exhibit "A"
Property Depiction
Including and any and all adjacent rights-of-way



Attachment: Draft Ordinance (CISD Western High School – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (CISD Western High School – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (CISD Western High School – Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (CISD Western High School – Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (CISD Western High School – Annexation)

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.

Attachment: Draft Ordinance (CISD Western High School – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: CISD Western High School - Zoning

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

Applicant:
Celina Independent School District
205 S. Colorado St.
Celina, TX 75009

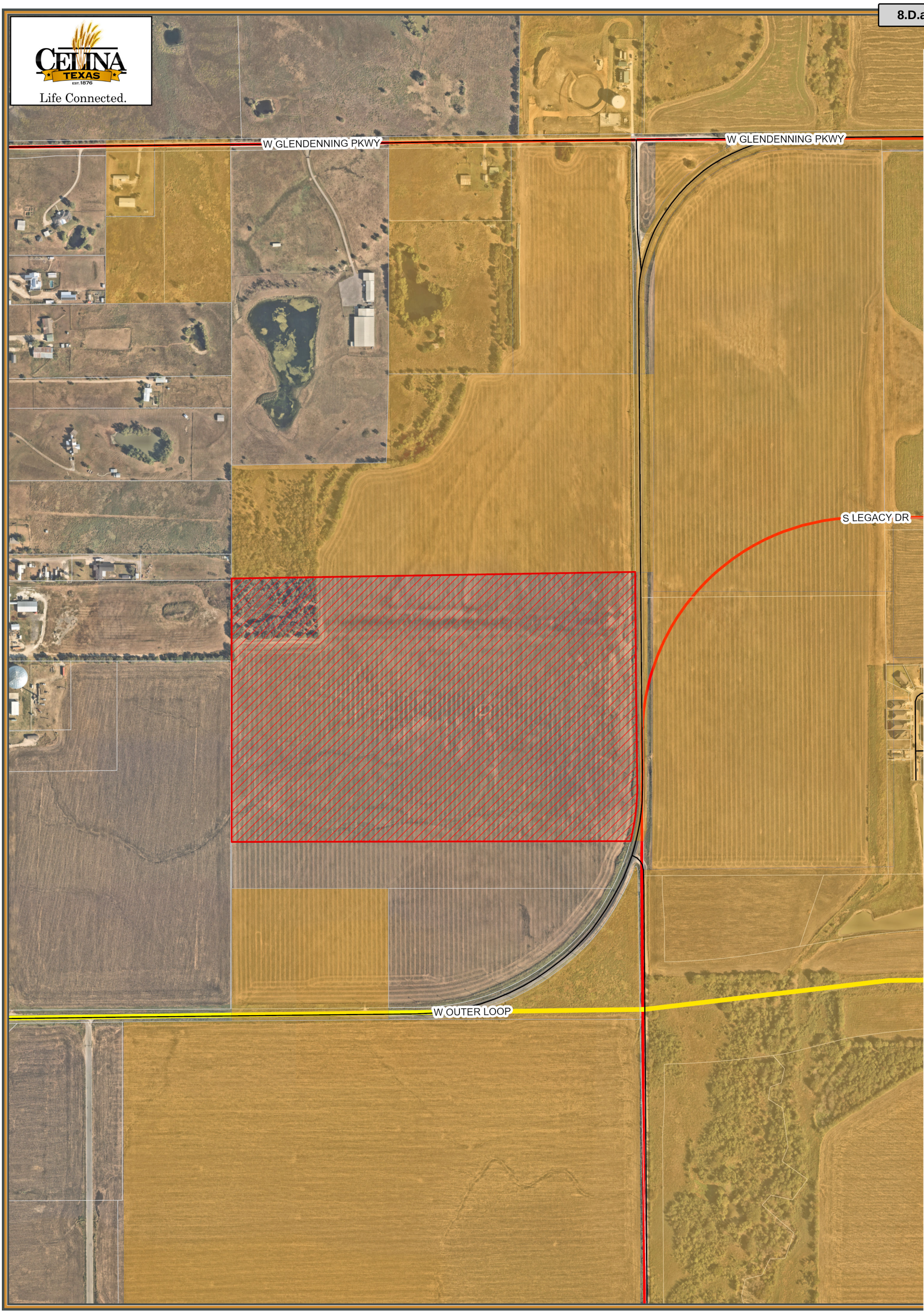
Background Information:
This item is for the zoning of CISD Western High School. Please refer to the attached documents for further information, and the accompanying annexation agenda items.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Attachment: Location Map (CISD Western High School – Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

CISD HS Location Map

City of Celina

11/18/2021

N W E S

0 420 840 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CISD WESTERN HIGH SCHOOL

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 65 ACRE TRACT OF LAND LOCATED IN ROBERT COWAN SURVEY, ABSTRACT NO. A0211A, CITY OF CELINA, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF FUTURE LEGACY DRIVE AND APPROXIMATELY 850 FEET NORTH OF THE FUTURE COLLIN COUNTY OUTER LOOP; AS DEPICTED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF), 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 is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically depicted in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and 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

Attachment: Draft Ordinance (CISD Western High School – Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land depicted 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 the zoning classification is hereby established as Community Facilities District (CF), on a certain tract of land depicted in Exhibit "A".

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 depicted in Exhibit "A" attached hereto and incorporated herein as Community Facilities District (CF).

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 depicted in Exhibit "A" 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.

Attachment: Draft Ordinance (CISD Western High School – Zoning)

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (CISD Western High School – Zoning)

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of January, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

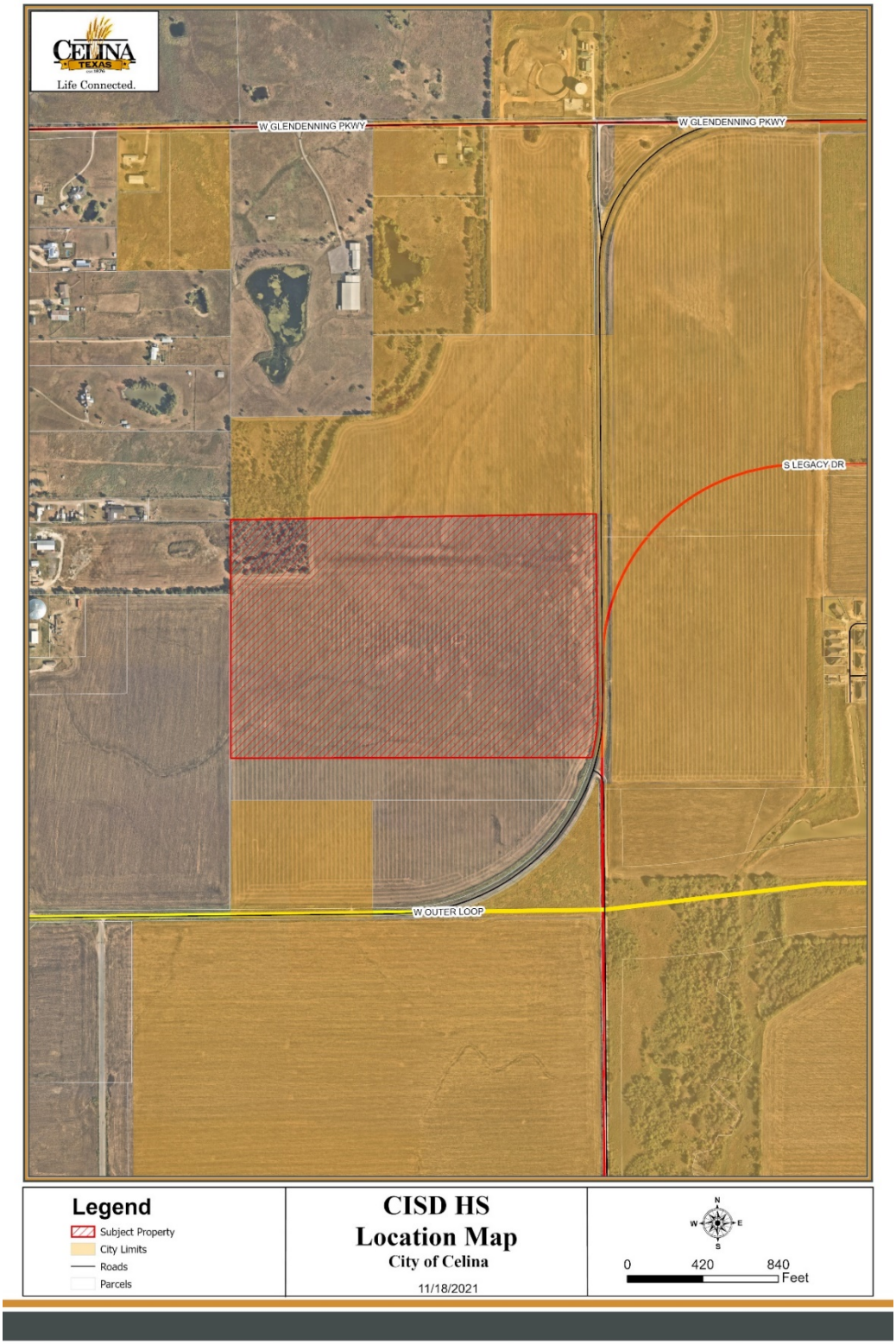
[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (CISD Western High School – Zoning)

Exhibit "A"
Property Depiction



Attachment: Draft Ordinance (CISD Western High School – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	O'Brien Tract (Preston Railyard) - Annexation

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

Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation of Preston Railyard. The applicant is proposing to zone the property to a Planned Development with Industrial (I) base zoning. Please refer to the attached documents for further information, and the accompanying annexation service agreement and zoning agenda items.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

W G A MOORE PKWY

E G A MOORE PKWY

N LOUSIANA DR

O'BRIEN DR

CR 994

N PRESTON RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

O'Brien Location Map

City of Celina

11/18/2021

N W E S

0 500 1,000 Feet

Attachment: Location Map (O'Brien Tract (Preston Railyard) – Annexation)

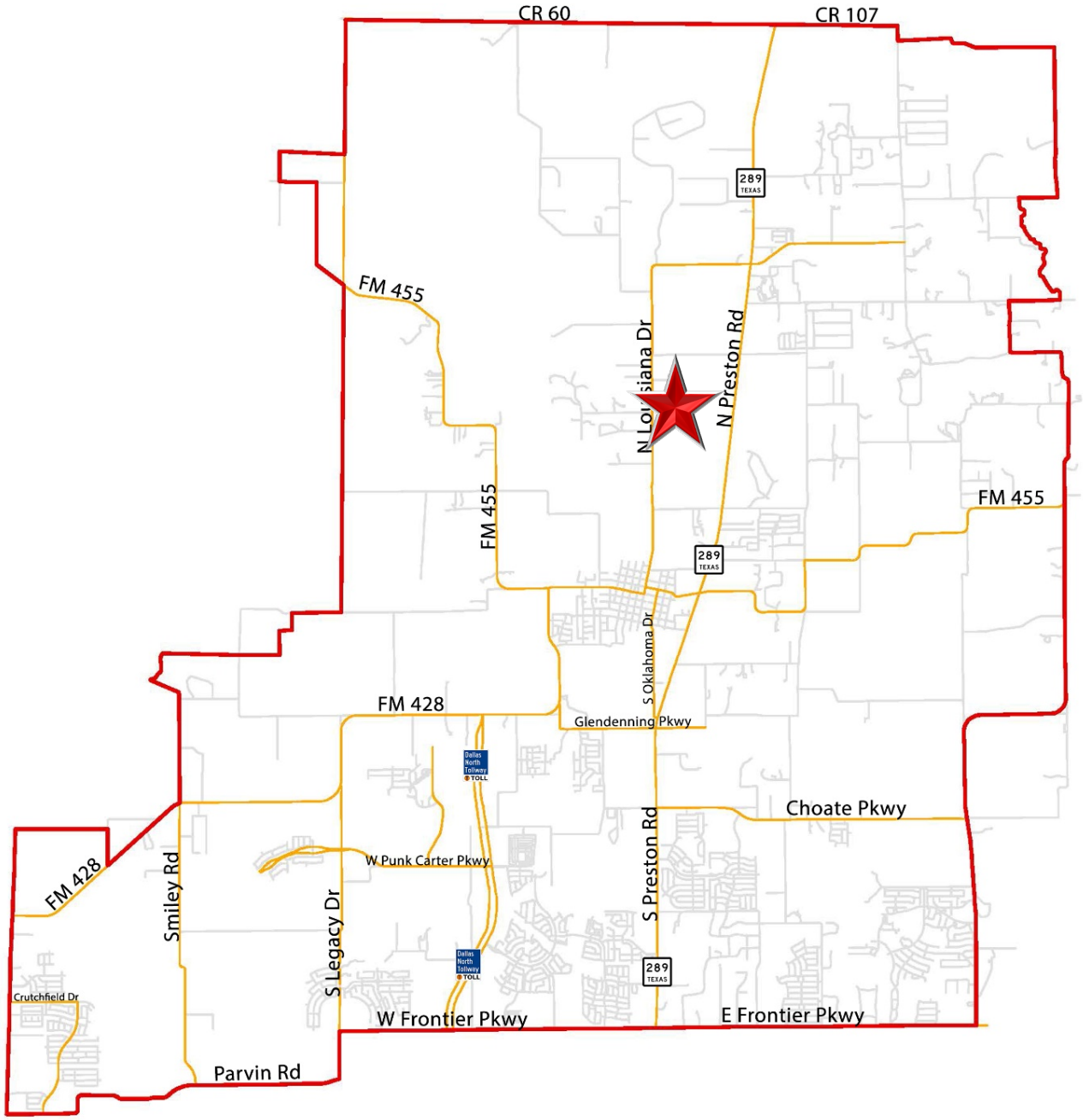
O'BRIEN TRACT (PRESTON RAILYARD)

Annexation & Zoning

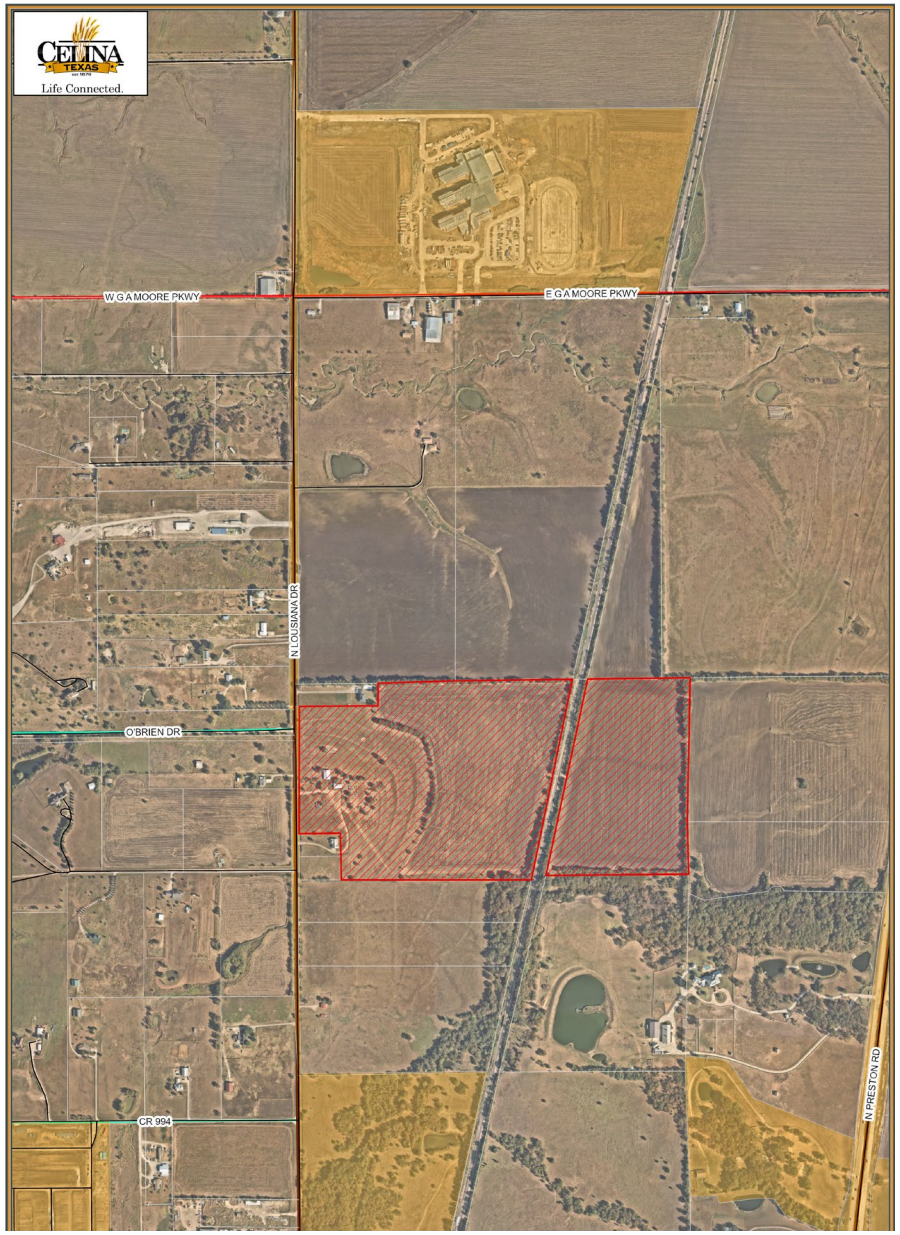
City Council
January 11, 2022



Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)



Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)



LOCATION MAP

The subject property is generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway

Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)

BACKGROUND

- The subject property is approximately 77 acres and located within the Extraterritorial Jurisdiction (ETJ), and is voluntarily annexing
- No pre-annexation agreement exists on the property
- The applicant is proposing a Planned Development with Industrial (I) base zoning

Please note that the City's "I" (Industrial) zoning district is the old "Light Industrial" district from the previous Zoning Ordinance. All land uses under the old "Heavy Industrial" district now require PDs or SUPs.

Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)

PROJECT OVERVIEW

- In addition to the land uses permitted by right in the Industrial (I) base zoning, the Planned Development (PD) will allow for the following uses which typically require Specific Use Permits (SUPs):
  - Climate-Controlled Mini-Warehouse/Self-Storage
  - Covered Boat & RV Storage
- The project will abide by all zoning standards, including architecture

Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)

POLICY CONSIDERATIONS

- The voluntary annexation brings an additional 77 acres into the City Limits
- The property and adjacent properties to the north and south are designated as Industry Commerce in the City's Future Land Use Plan; therefore, the proposed Industrial (I) base zoning is not inappropriate for this location
- Properties in the County have no land use restrictions with very few safety regulations that apply
- City standards apply (architecture, landscape, etc.)

Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its December 16th regular meeting
- Staff recommends approval of both the annexation and the zoning as presented

Attachment: Staff Presentation (O'Brien Tract (Preston Railyard) – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
PRESTON RAILYARD C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 77 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED EAST OF LOUISIANA DRIVE AND APPROXIMATELY 2,800 FEET SOUTH OF FUTURE G. A. MOORE PARKWAY, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 11th day of January, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 27th day of December, 2021, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of January, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING 76.9 acres of land, situated in Collin County, Texas, on the waters of Little Elm, and known as the North Half of Lot No. One, Survey No. 15 of Collin county School lands, bounded as follow:

BEGINNING at a post the S.W. corner of a 320 acre Survey made int he name of John M. Herron:

THENCE South (var 9 deg) 20 chains, a post in the E.B. line of 160 acre Survey made in the name of N. Wheeler (the County Map shows this to be Thos. Stayton(;

THENCE East (var 9 deg 30') 40 chains, a post in the W.B. line of a 320 acre Survey made in the name of Wm. H. Herron;

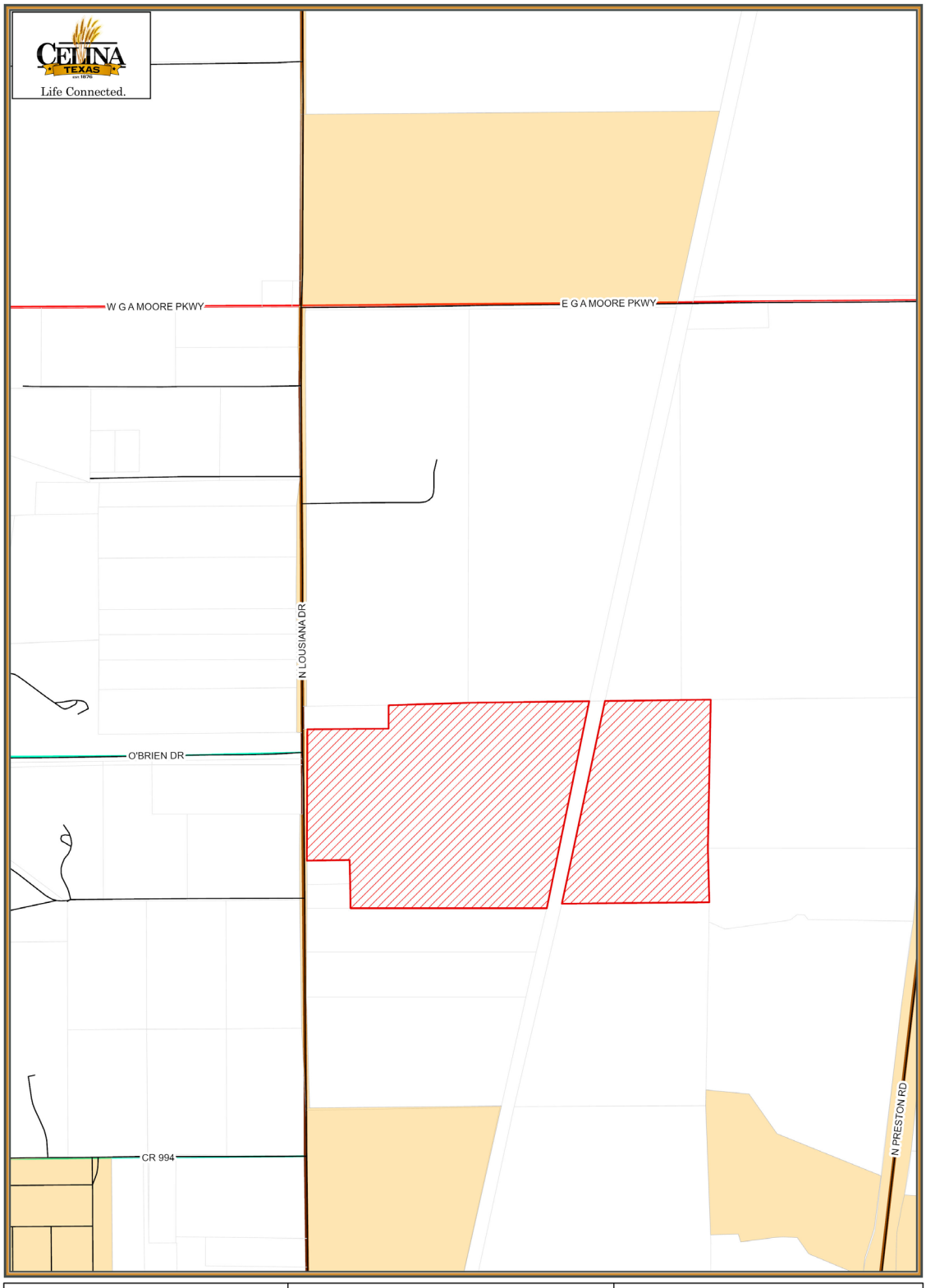
THENCE North (var 9 deg) 20 chains, the N.W. corner of said Wm. H. Herron 320 acre survey;

THENCE West (var 9 deg 30') with S.B. line of the J.M. Herron 320 acre Survey 40 chains to the place of beginning, containing 80 acres of land,

LESS 3.1 acres of which has already been deeded to Red River, Texas and Southern R.R. Co.

(BEING the same tract of land sold by R.A. Blain, et ux, Daisy E. Blain, to G.S. O'Brien by deed, dated August 8th, 1905, as shown of record in Volume 138, Page 506, Collin County Deed Records)

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)



Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

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.

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: O'Brien Tract (Preston Railyard) - Zoning

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

Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the zoning of Preston Railyard. The applicant is proposing to zone the property to a Planned Development with Industrial (I) base zoning. Please refer to the attached documents for further information, and the accompanying annexation agenda items.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

W G A MOORE PKWY
E G A MOORE PKWY
N LOUSIANA DR
O'BRIEN DR
CR 994
N PRESTON RD

Attachment: Location Map (O'Brien Tract (Preston Railyard) – Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

O'Brien Location Map

City of Celina

11/18/2021

N
W E
S

0 500 1,000 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
PRESTON RAILYARD
PLANNED DEVELOPMENT #125

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 77 ACRE TRACT OF LAND LOCATED IN COLLIN COUNTY SCHOOL LAND #15 SURVEY, ABSTRACT NO. A0170, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF LOUISIANA DRIVE AND APPROXIMATELY 2,800 FEET SOUTH OF FUTURE G. A. MOORE PARKWAY; AS DESCRIBED AND DEPICTED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 125 WITH INDUSTRIAL (I) BASE ZONING, 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 is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described and depicted in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and 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

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Zoning)

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 the zoning classification is hereby established as "PD" Planned Development District No. 125 with Industrial (I) base zoning, on a certain tract of land described and depicted in Exhibit "A".

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 and depicted in Exhibit "A" attached hereto and incorporated herein as "PD" Planned Development District No. 125 with Industrial (I) base zoning, and incorporates the Development Regulations, attached hereto as Exhibit "B".

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 and depicted in Exhibit "A" 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.

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Zoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of January, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Zoning)

Exhibit "A"
Property Legal Description and Depiction

BEING 76.9 acres of land, situated in Collin County, Texas, on the waters of Little Elm, and known as the North Half of Lot No. One, Survey No. 15 of Collin county School lands, bounded as follow:

BEGINNING at a post the S.W. corner of a 320 acre Survey made int he name of John M. Herron:

THENCE South (var 9 deg) 20 chains, a post in the E.B. line of 160 acre Survey made in the name of N. Wheeler (the County Map shows this to be Thos. Stayton(;

THENCE East (var 9 deg 30') 40 chains, a post in the W.B. line of a 320 acre Survey made in the name of Wm. H. Herron;

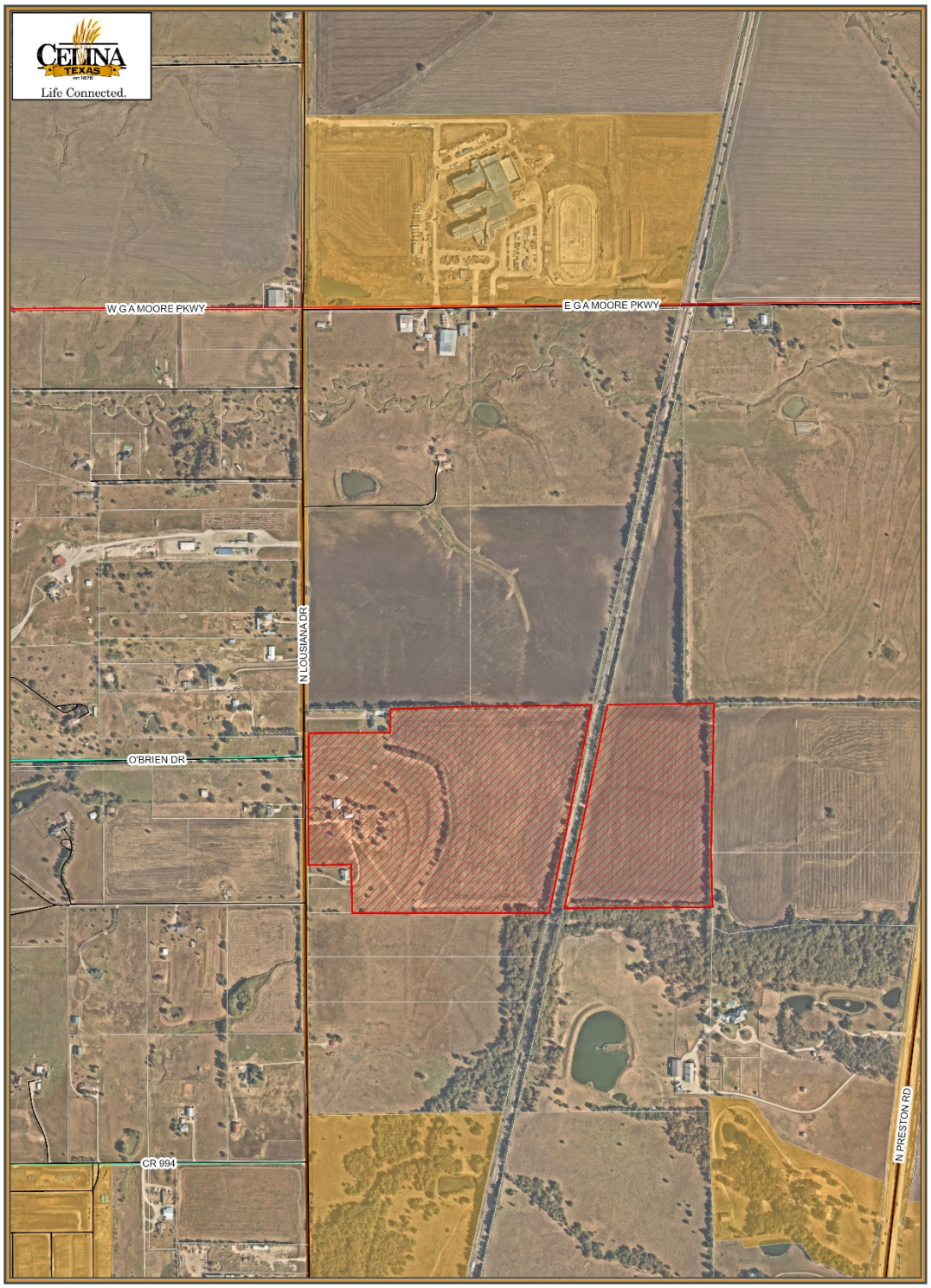
THENCE North (var 9 deg) 20 chains, the N.W. corner of said Wm. H. Herron 320 acre survey;

THENCE West (var 9 deg 30') with S.B. line of the J.M. Herron 320 acre Survey 40 chains to the place of beginning, containing 80 acres of land,

LESS 3.1 acres of which has already been deeded to Red River, Texas and Southern R.R. Co.

(BEING the same tract of land sold by R.A. Blain, et ux, Daisy E. Blain, to G.S. O'Brien by deed, dated August 8th, 1905, as shown of record in Volume 138, Page 506, Collin County Deed Records)

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Zoning)



Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Zoning)

Exhibit "B"
Development Regulations

General
The development shall follow all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows:

- The base zoning shall be Industrial (I) District with additional permitted uses of Self-Storage/Mini-Warehouse and Boat & RV Storage, subject to the following provisions.
- The subject property is architecturally, historically, and culturally significant and shall abide by the City's architectural standards, as may be amended.

Self-Storage/Mini-Warehouse

- An eight-foot-tall masonry wall shall be installed along the perimeter of any lot developed with self-storage/mini-warehouse.
- The facility shall be climate-controlled.

Boat & RV Storage

- Auto storage is limited to RVs and boats.
- The storage shall be covered.

Attachment: Draft Ordinance (O'Brien Tract (Preston Railyard) – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: (Preston Centra - Rezoning)

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

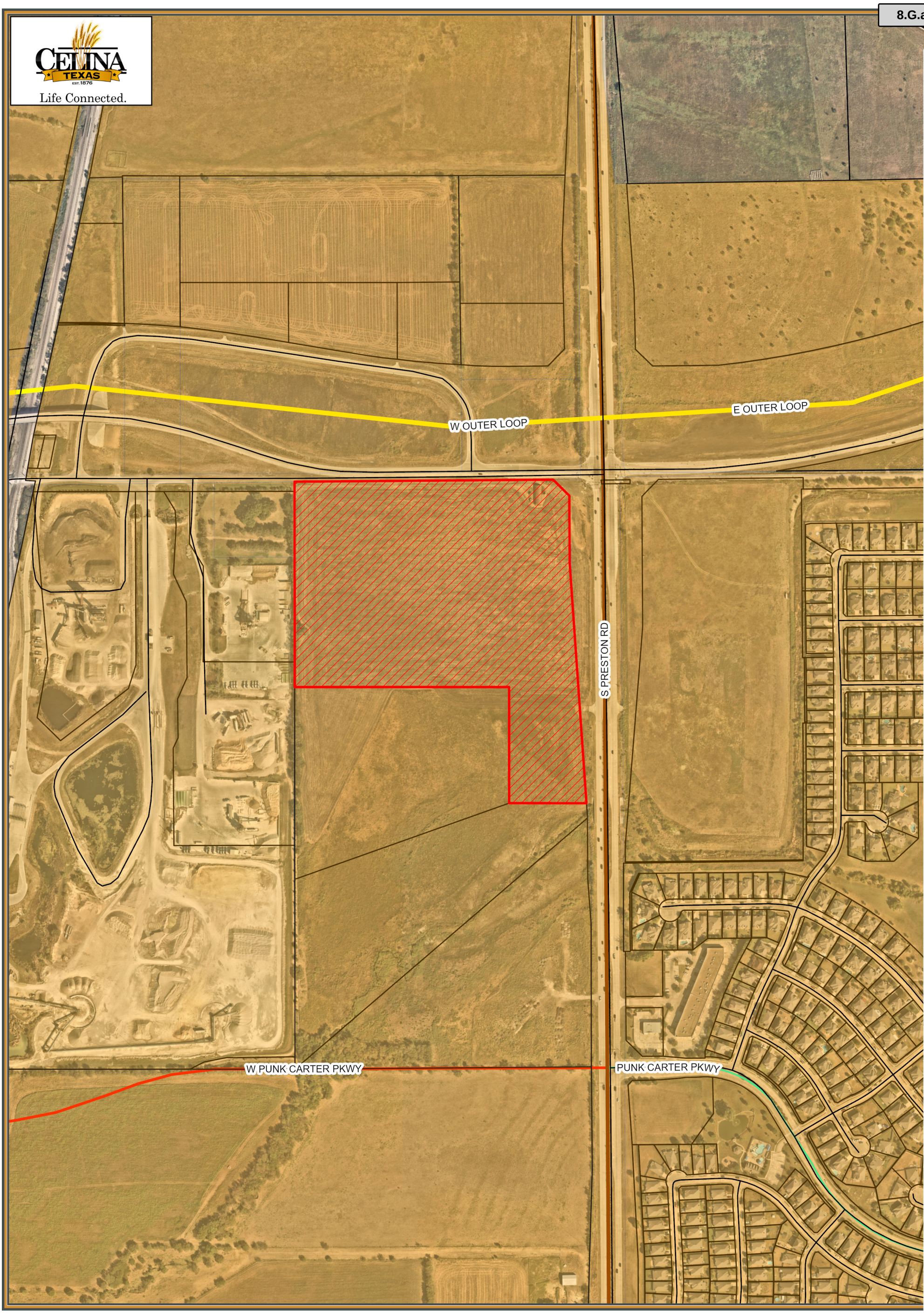
Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the rezoning of approximately 31 acres to a Planned Development (PD) with Mixed-Use (MU) base zoning. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- City Limits
- Roads
- Parcels
- SubjectProperty

CCOL & Preston Location Map

City of Celina

11/23/2021

N W E S

0 375 750 Feet

Attachment: Location Map (Preston Centra – Rezoning)

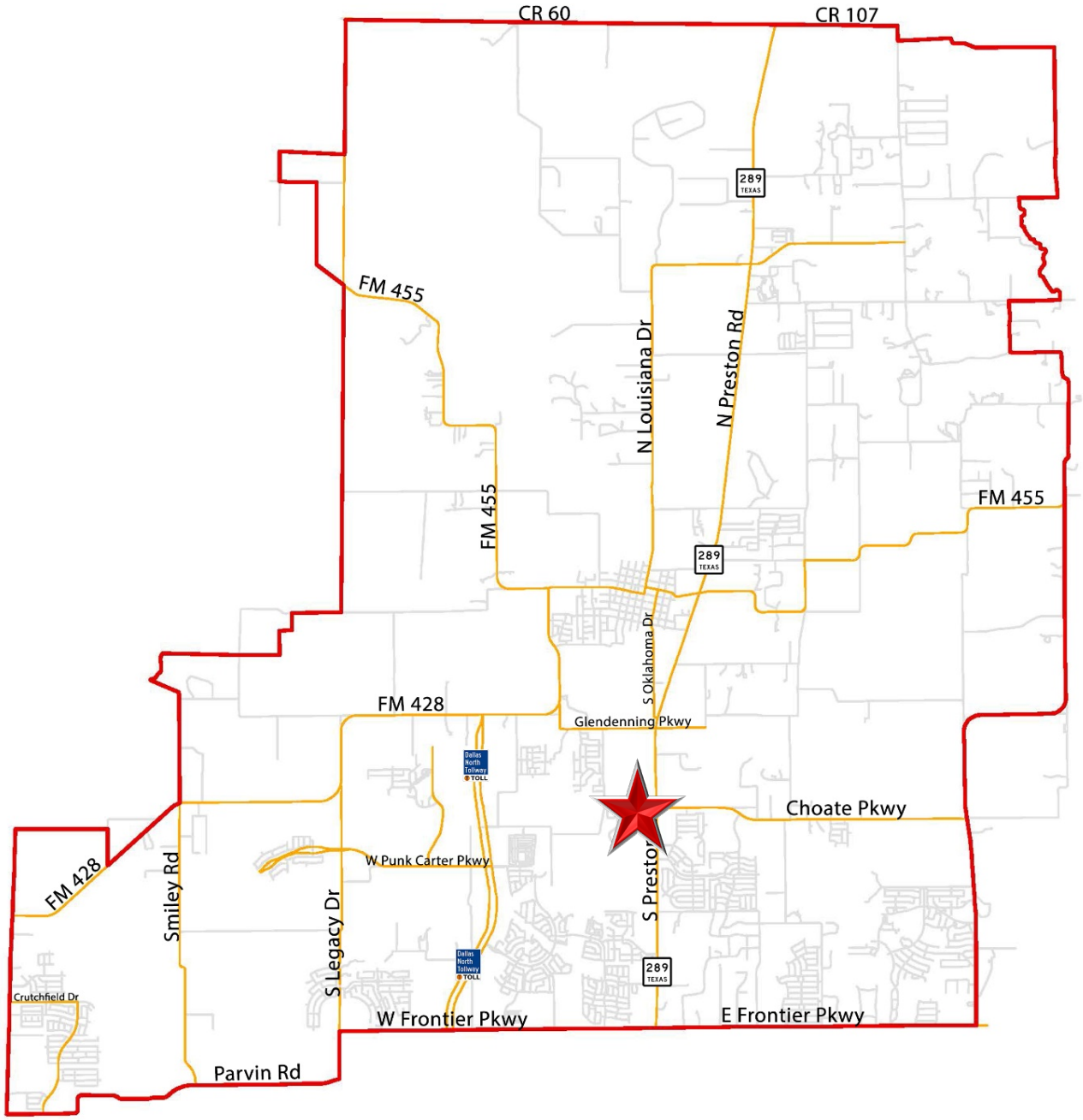
PRESTON CENTRA

PD Amendment

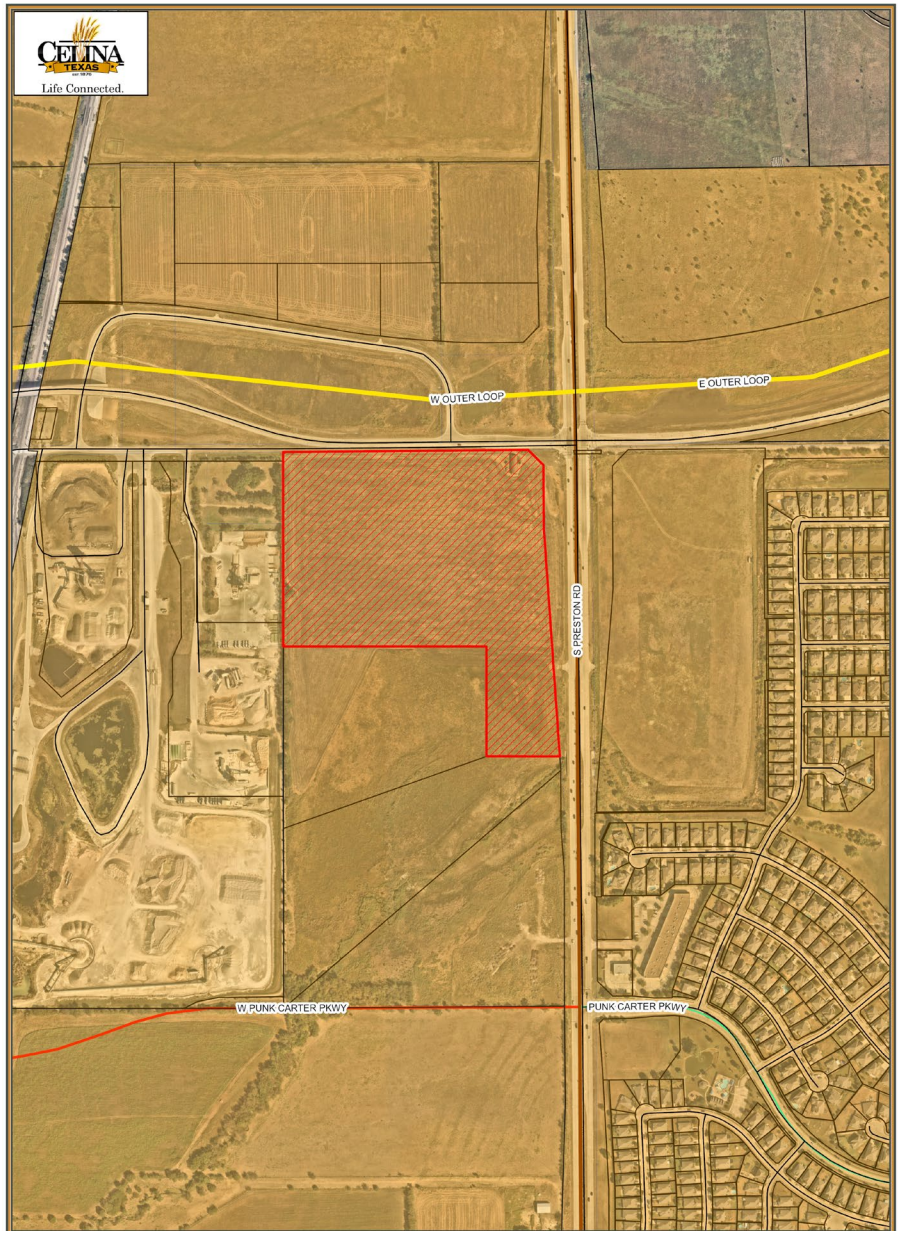
City Council
January 11, 2022



Attachment: Staff Presentation (Preston Centra – Rezoning)



Attachment: Staff Presentation (Preston Centra – Rezoning)



LOCATION MAP

The subject property is generally located at the southwest corner of Preston Road and the Collin County Outer Loop

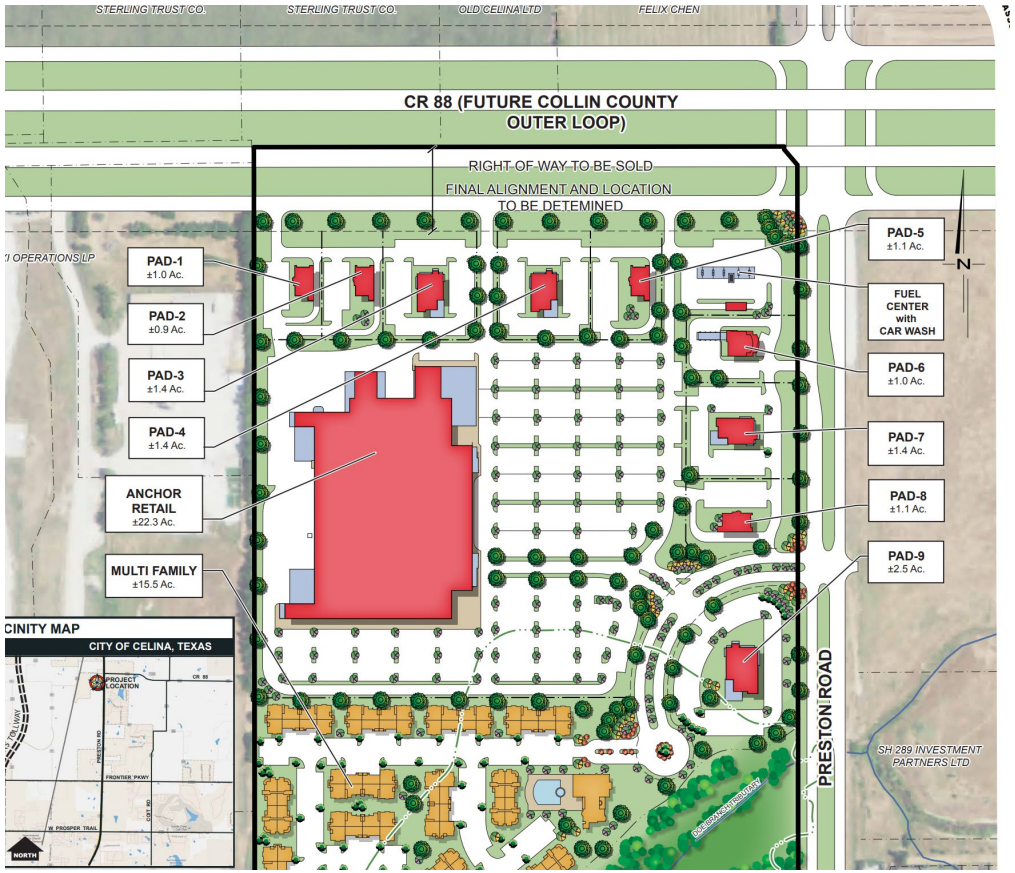
Attachment: Staff Presentation (Preston Centra – Rezoning)

BACKGROUND

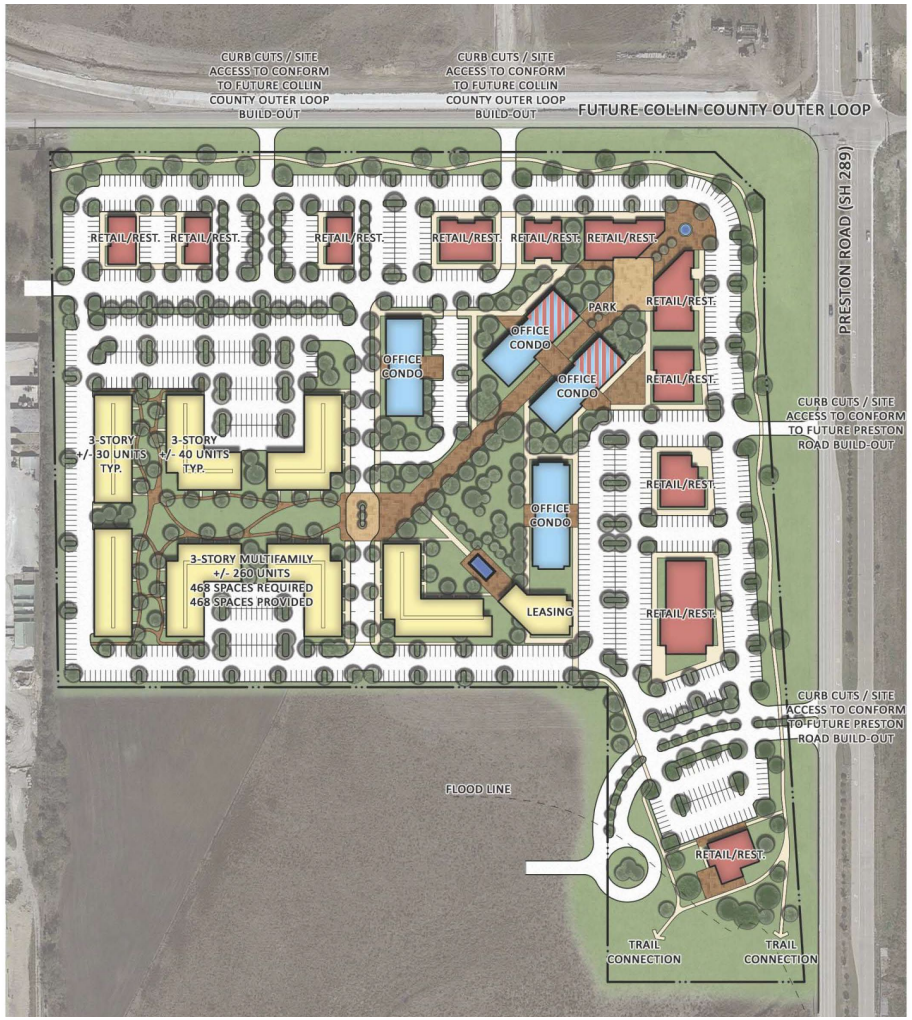
- The subject property is approximately 31 acres, within City Limits, and currently zoned Planned Development (PD) No. 48
- The governing PD was approved in 2014 and allows for a mix of land uses, including restaurant and retail
- The applicant's request is to amend the PD, including the development regulations and concept plan, to have a base zoning of Mixed-Use (MU), allowing for restaurant, retail, office, and multi-family uses

Attachment: Staff Presentation (Preston Centra – Rezoning)

CONCEPT PLAN



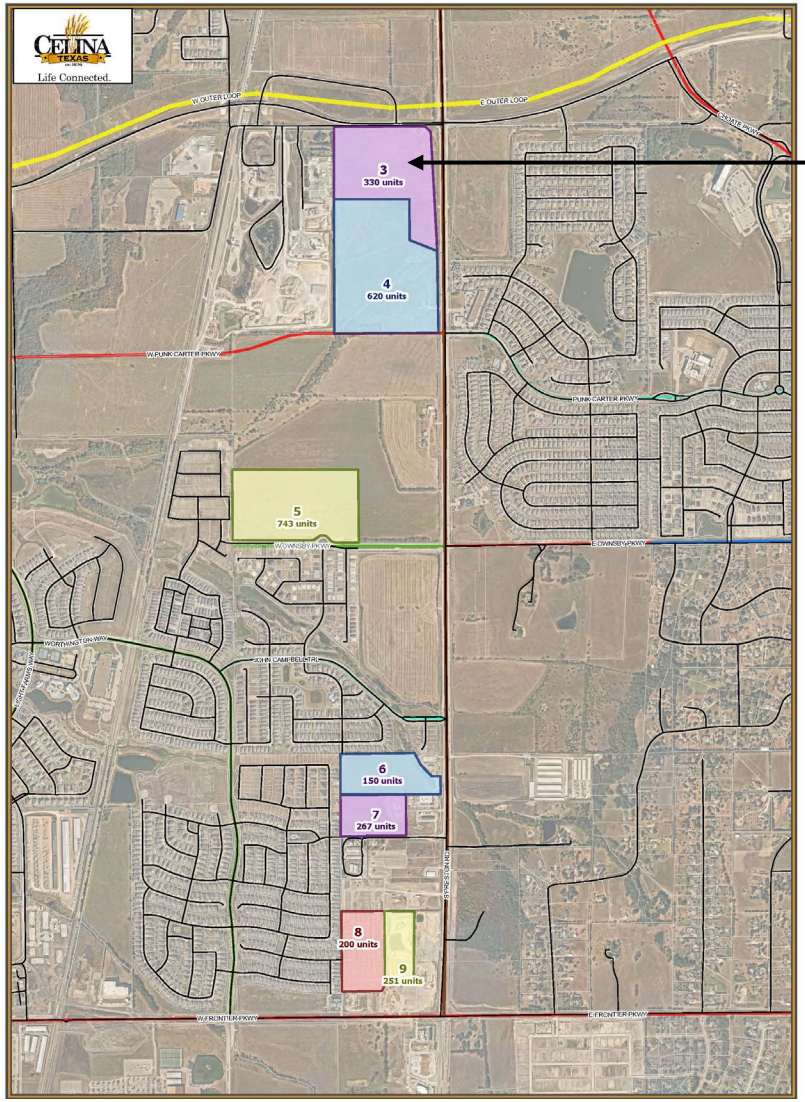
Original Concept Plan



Proposed Concept Plan

Attachment: Staff Presentation (Preston Centra – Rezoning)

PRESTON CORRIDOR EXHIBIT



Subject Property

Legend

- Roads
- Parcels

Project Status

- Construction
- Design
- Entitled
- Proposed

Attachment: Staff Presentation (Preston Centra – Rezoning)

POLICY CONSIDERATIONS

- The property is at the hard corner of Preston Road and the Collin County Outer Loop
- The region is over-zoned for commercial and non-residential land uses
- It is not anticipated that all four corners of this intersection will develop with purely commercial land uses without some form of residential component
- The amended PD would allow for office buildings, should there be a demand for such a use in the future
- The CCOL frontage roads will be at-grade; however, the main lanes will ramp over Preston

Attachment: Staff Presentation (Preston Centra – Rezoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Preston Centra – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its December 16th regular meeting
- Staff recommends approval of the zoning as presented

Attachment: Staff Presentation (Preston Centra – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
PRESTON CENTRA
AN AMENDMENT TO PLANNED DEVELOPMENT #48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 31 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167. COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF PRESTON ROAD AND THE COLLIN COUNTY OUTER LOOP; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 48 WITH MIXED-USE (MU) BASE ZONING; 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 #48, which had previously been adopted by Ordinance 2014-56; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Preston Centra – Rezoning)

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. 48 with Mixed-Use (MU) base zoning and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Planned Development (PD) No. 48 with Mixed-Use (MU) base zoning, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

Attachment: Draft Ordinance (Preston Centra – Rezoning)

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (Preston Centra – Rezoning)

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 11th day of January, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Preston Centra – Rezoning)

Exhibit A
Legal Description

Being a 30.087 acre tract of land situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, being a part of that same tract of land described to Celina 79 Partners, Ltd. by deed recorded in Document No. 20130522000697070, Official Public Records of Collin County, Texas

(O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710):

BEGINNING at a 1/2 inch rebar with an illegible cap found for the Northwest corner of said Celina 79 Partners, Ltd. tract, same being the Southwest corner of a tract of land described to the City of Celina by deed recorded in Volume 5651, Page 2611 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and lying on the current South right-of-way line of Choate Parkway (CR 53) (variable width right-of-way), from which a 1/2 inch rebar with an illegible cap found at the Northeast corner of Lot 4R, Block 1 of TXI Addition, an addition to the City of Celina, Collin County, Texas, according to the Plat thereof recorded in Document No. 2016-343, of the Plat Records of Collin County, Texas (P.R.C.C.T.) bears South 00 Degrees 38 Minutes 23 Seconds East, a distance of 34.37 feet;

THENCE North 89 Degrees 21 Minutes 13 Seconds East, with the South line of said City of Celina tract, and with the current South right-of-way line of said Choate Parkway, a distance of 1159.63 feet to a point for the Northwest corner of a tract of land described to Collin County Toll Road Authority by deed recorded in Document No. 20180416000456020, O.P.R.C.C.T. and lying at the intersection of the current South right-of-way line of said Choate Parkway with the current West right-of-way line of Preston Road (State Highway 289) (variable width right-of-way);

THENCE, in a southerly direction, with the western perimeter and to the corners of said Collin County Toll Road Authority tract, and with the current West right-of-way lines of said Preston Road, the following courses and distances:

South 45 Degrees 34 Minutes 42 Seconds East ,a distance of 105.97 feet to a point for corner;

South 00 Degrees 31 Minutes 35 Seconds East, a distance of 300.50 feet to a point for corner;

South 03 Degrees 59 Minutes 54 Seconds East, a distance of 1067.41 feet to a point for the Southeast corner of the herein described tract;

THENCE South 89 Degrees 25 Minutes 59 Seconds West, departing the West line of said Collin County Toll Road Authority tract, and the current West right-of-way line of said Preston Road, over, across, and through said Celina 79 Partners, Ltd. tract, a distance of 333.77 feet to a point for corner;

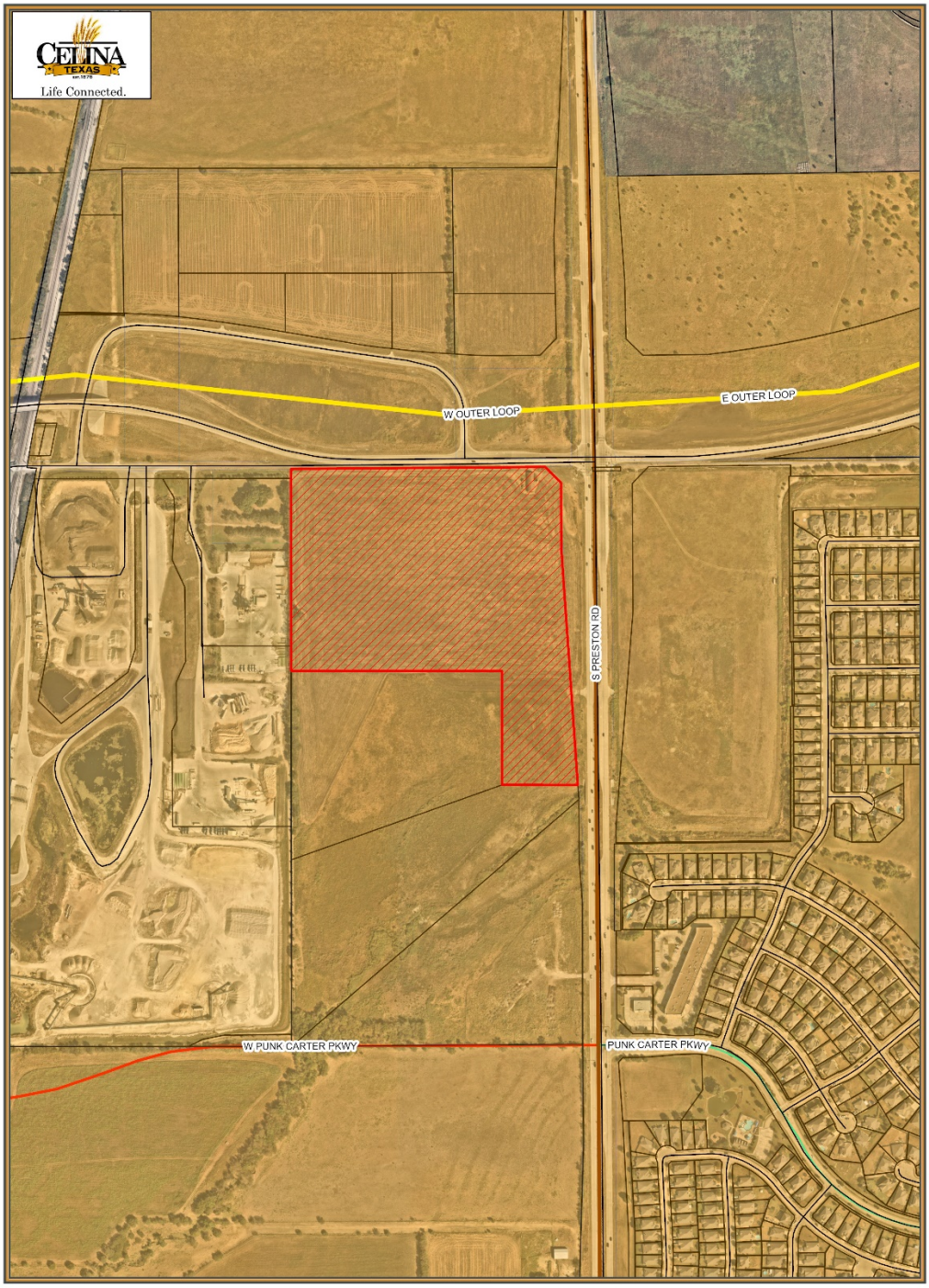
THENCE North 00 Degrees 38 Minutes 59 Seconds West, continuing through said Celina 79 Partners, Ltd. tract, a distance of 516.96 feet to a point for corner;

THENCE South 89 Degrees 21 Minutes 37 Seconds West, continuing through said Celina 79 Partners, Ltd. tract, a distance of 962.56 feet to a point for the westernmost Southwest corner of the herein described tract, lying on the West line of said Celina 79 Partners, Ltd. tract, and on the East line of Lot 3R, Block 1 of said TXI Addition;

THENCE North 00 Degrees 38 Minutes 23 Seconds West, with the East line of said TXI Addition, passing at a distance of 129.05 feet, a 1/2 inch rebar found for the Northeast corner of said Lot 3R and the Southeast corner of said Lot 4R, and continuing for a total distance of 923.57 feet to the POINT OF BEGINNING and containing 1,310,593 square feet or 30.087 acres of land, more or less.

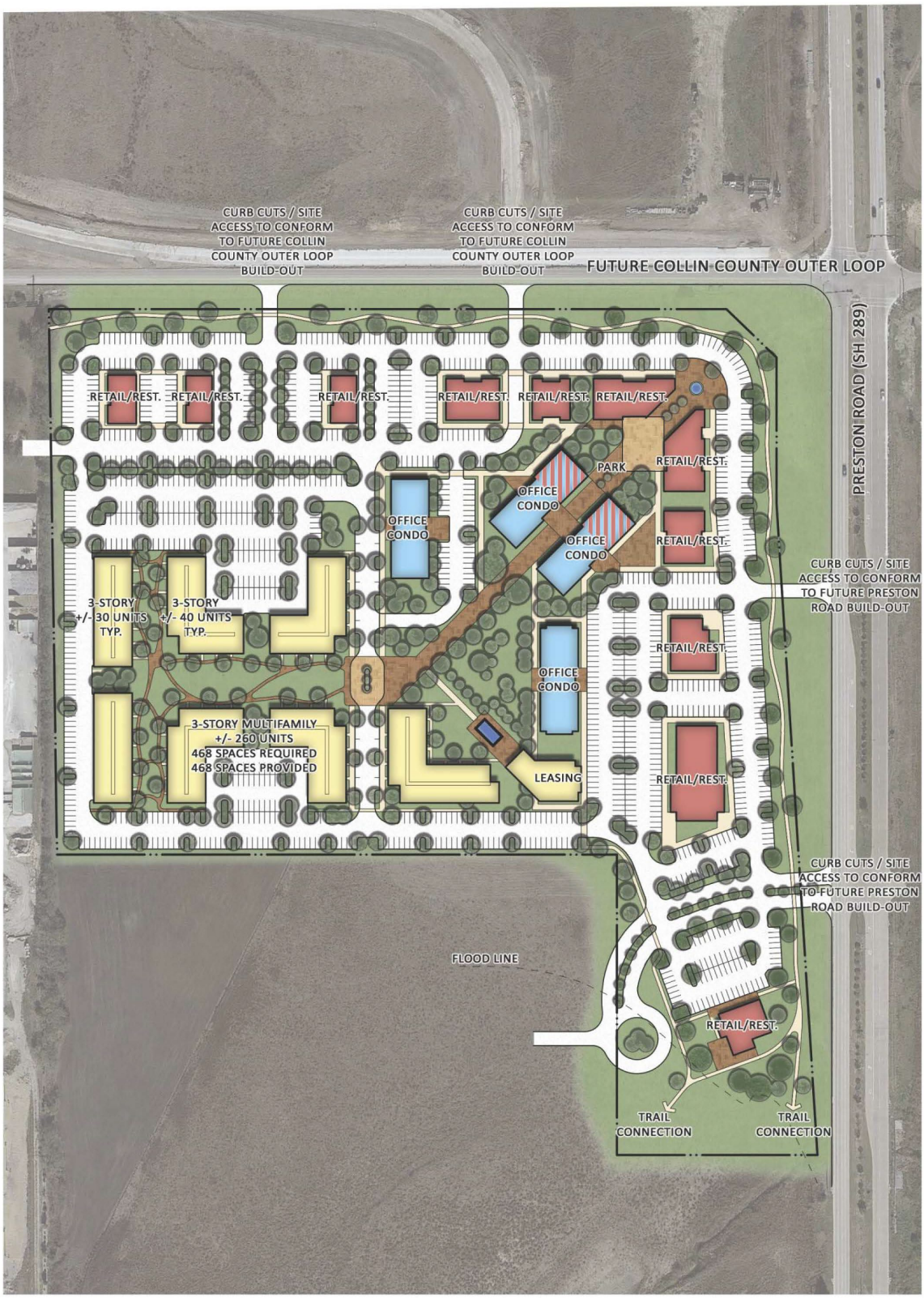
Attachment: Draft Ordinance (Preston Centra – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Preston Centra – Rezoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Preston Centra – Rezoning)

Exhibit D
Development Regulations

Applicable Regulations
Development and use of the Property shall comply with the provisions of this PD Ordinance and the City of Celina, Texas Zoning Ordinance. For purposes of the Zoning Ordinance, the provisions applicable to the base zoning district shall apply, except as otherwise modified by this PD ordinance. In the event of a conflict between the Zoning Ordinance and the PD Ordinance, this PD Ordinance shall control.

Permitted Uses
Permitted uses shall be those allowed within the Mixed-Use (MU) base zoning district.

Architecture
The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, as may be amended.

Geographic Constraints and Detailed Design Deviations

a. The Property shall develop generally consistent with the Conceptual Site Plan attached hereto.
b. It is the intent of this PD to secure the general land plan of the site while recognizing the need for flexibility in response to market conditions and ultimate user requirements. To that end, the following changes to the Conceptual Site Plan may be made without an amendment to this PD being required:
    i. Building location, orientation, and dimensions; and
    ii. Individual uses; and associated infrastructure including, but not limited to, parking and fire lanes may be adjusted.
c. The general character within each portion of the property must be consistent with the Conceptual Site Plan and the location of the multi-family and commercial uses shall remain generally as shown in the Conceptual Site Plan. Only modest changes to boundaries between the uses defined in the Conceptual Site Plan shall be permitted.
d. The multi-family component shall install gateway monumentation at the hard corner of Preston and the Collin County Outer Loop.
e. The pedestrian integration of the site shall be maintained, including the corner clip area being a focal point of the site design.
f. Multi-family shall not be along the road frontage, but interior to the site.
g. A minimum 10,000 square feet of office/employment land uses shall be incorporated into the site.

Attachment: Draft Ordinance (Preston Centra – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	Cross Development Celina 15 MF - Rezoning

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

Applicant:
Cross Development
4336 Marsh Ridge Rd.
Carrollton, TX 75010

Background Information:
This item is for the rezoning of the property generally northwest of future Laughlin Lane and Preston Road from Commercial (C-2) to Multi-Family, Urban Edge (MF-2). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

JOHN CAMPBELL TRL

Future Laughlin Lane

S PRESTON RD

W FRONTIER PKWY

E FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cross Development Celina 15
Location Map
City of Celina

11/30/2021

N W E S

0 345 690 Feet

Attachment: Location Map (Cross Development Celina 15 MF – Rezoning)

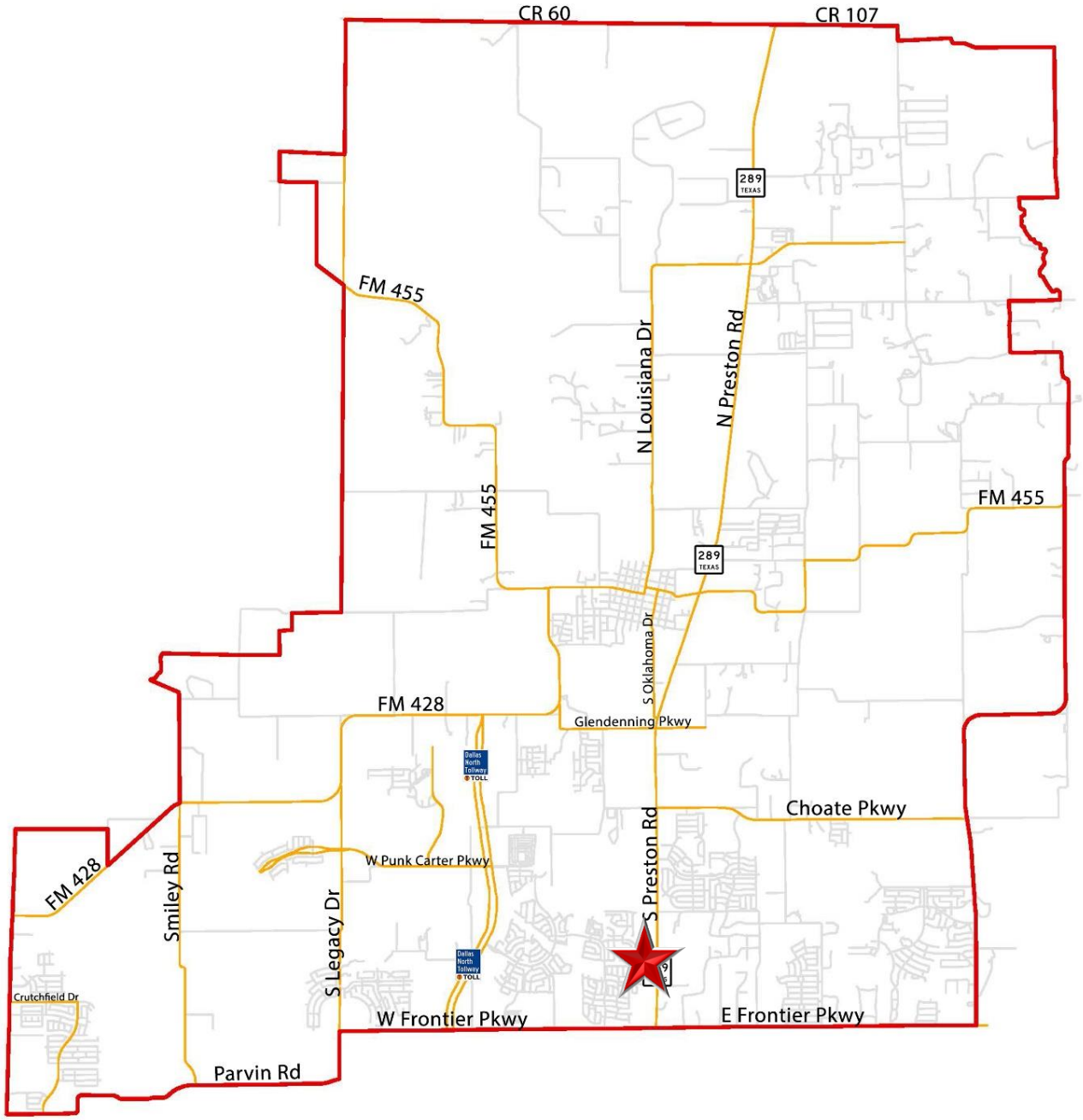
CELINA 15 – CROSS MULTI-FAMILY

Rezoning

City Council
January 11, 2022



Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)



Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)



LOCATION MAP

The subject property is generally located at the northwest corner of future Laughlin Lane and Preston Road

Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)

BACKGROUND

- The subject property is approximately 10.3 acres, located within the City Limits
- The property was annexed and zoned Commercial (C-2) in December 2004
- An SUP was approved for self-storage in 2018
- The applicant is requesting a zoning change for the property from the current C-2 zoning district to a Multi-Family (MF-2) zoning district.

Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)

TRACT EXHIBIT



CONCEPTUAL RENDERING

- The project will abide by all zoning standards, including architecture





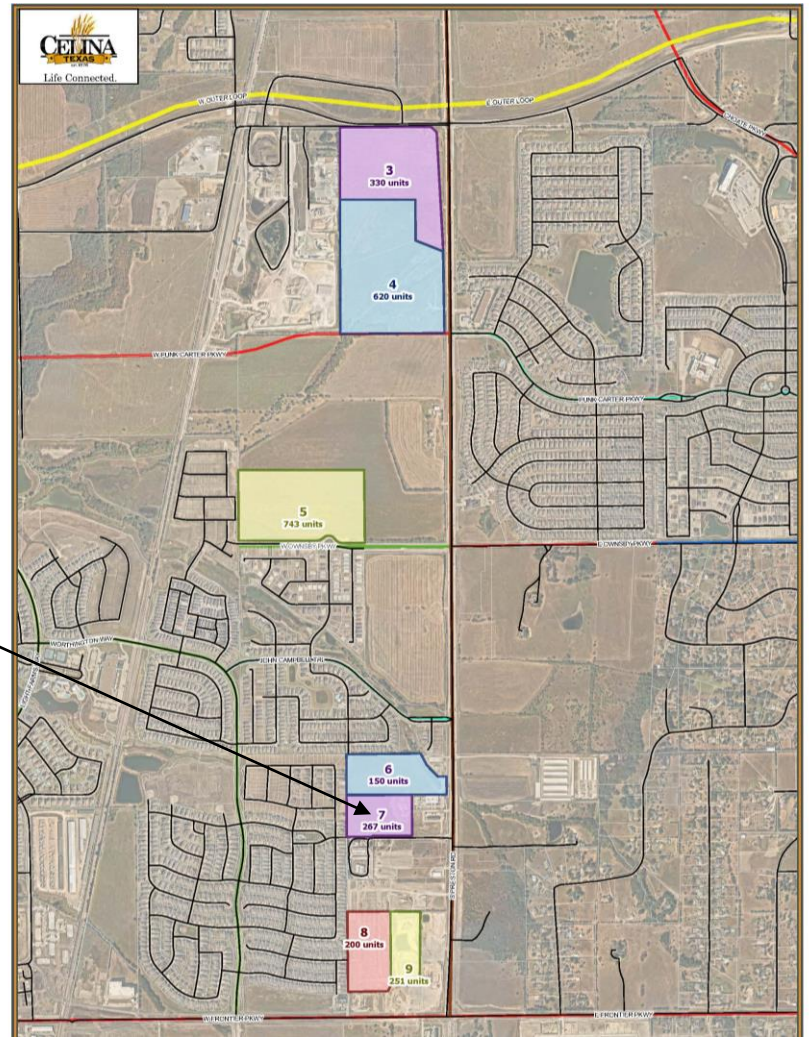
POLICY CONSIDERATIONS

- The tracts along Preston are unusually deep, compared to other cities
- The discussion about the back half or third of each tract is on-going, and the market is not expected to support true retail options that deep
- The region has over-zoned for commercial, and emerging market trends has reduced the need for traditional brick & mortar
- Multi-family provides diversity in housing

Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)

PRESTON CORRIDOR

Proposed
Project Location



Legend

Roads
Parcels

Project Status
Construction
Design
Entitled
Proposed

Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its December 16th regular meeting
- Staff recommends approval of the zoning as presented

Attachment: Staff Presentation (Cross Development Celina 15 MF – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CELINA 15 - CROSS MULTI-FAMILY

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 REZONING OF LAND THAT IS APPROXIMATELY 10.3 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 750 FEET WEST OF PRESTON ROAD AND NORTH OF FUTURE LAUGHLIN LANE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM GENERAL COMMERCIAL (C-2), TO MULTI-FAMILY URBAN EDGE DISTRICT (MF-2); 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 repeals a Conditional Use Permit for Mini-Warehouse/Self-Storage, which had previously been adopted by Ordinance 2018-68; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan set forth in Exhibit "C", attached hereto and incorporated herein, defines the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Cross Development Celina 15 MF – Rezoning)

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 repeal the Conditional Use Permit for Mini-Warehouse/Self-Storage adopted through Ordinance 2018-68, and to establish the zoning classification for the Property as Multi-Family Urban Edge District (MF-2), which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan

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 Multi-Family Urban Edge (MF-2) base zoning, and incorporates the Concept Plan attached hereto as Exhibit "C".

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

Attachment: Draft Ordinance (Cross Development Celina 15 MF – Rezoning)

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (Cross Development Celina 15 MF – Rezoning)

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 11th day of January 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Cross Development Celina 15 MF – Rezoning)

Exhibit A
Legal Description

BEING situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas and being a portion of that called 15.275 acre tract described by deed to Celina 15, LLC recorded in County Clerk's File Number 20190627000747590, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "WAI 5714" found at the northwest corner of said called 15.275 acre tract, said iron rod also being the southwest corner of that called 13.626 acre tract of land described by deed to Evantage Developers, LLC recorded in County Clerk's File Number 20201002001698910, Deed Records, Collin County, Texas and being in the east line of The Sage Neighborhood - Phase 3, an addition to the City of Celina, Collin County, Texas according to the plat thereof recorded in County Clerk's File Number 2020-738, Plat Records, Collin County, Texas;

THENCE North 89 degrees 26 minutes 57 seconds East, 849.04 feet along the north line of said called 15.275 acre tract and the south line of said called 13.626 acre tract to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the northwest corner of Lot 1, Block A, Caliber Celina 289 Addition, an addition to the City of Celina, Collin County, Texas according to the plat thereof recorded in County Clerk's File Number 2021-103, Plat Records, Collin County, Texas;

THENCE South 00 degrees 38 minutes 09 seconds East, 202.60 feet along the west line of said Caliber Celina 289 to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the southwest corner of said Caliber Celina 289 Addition;

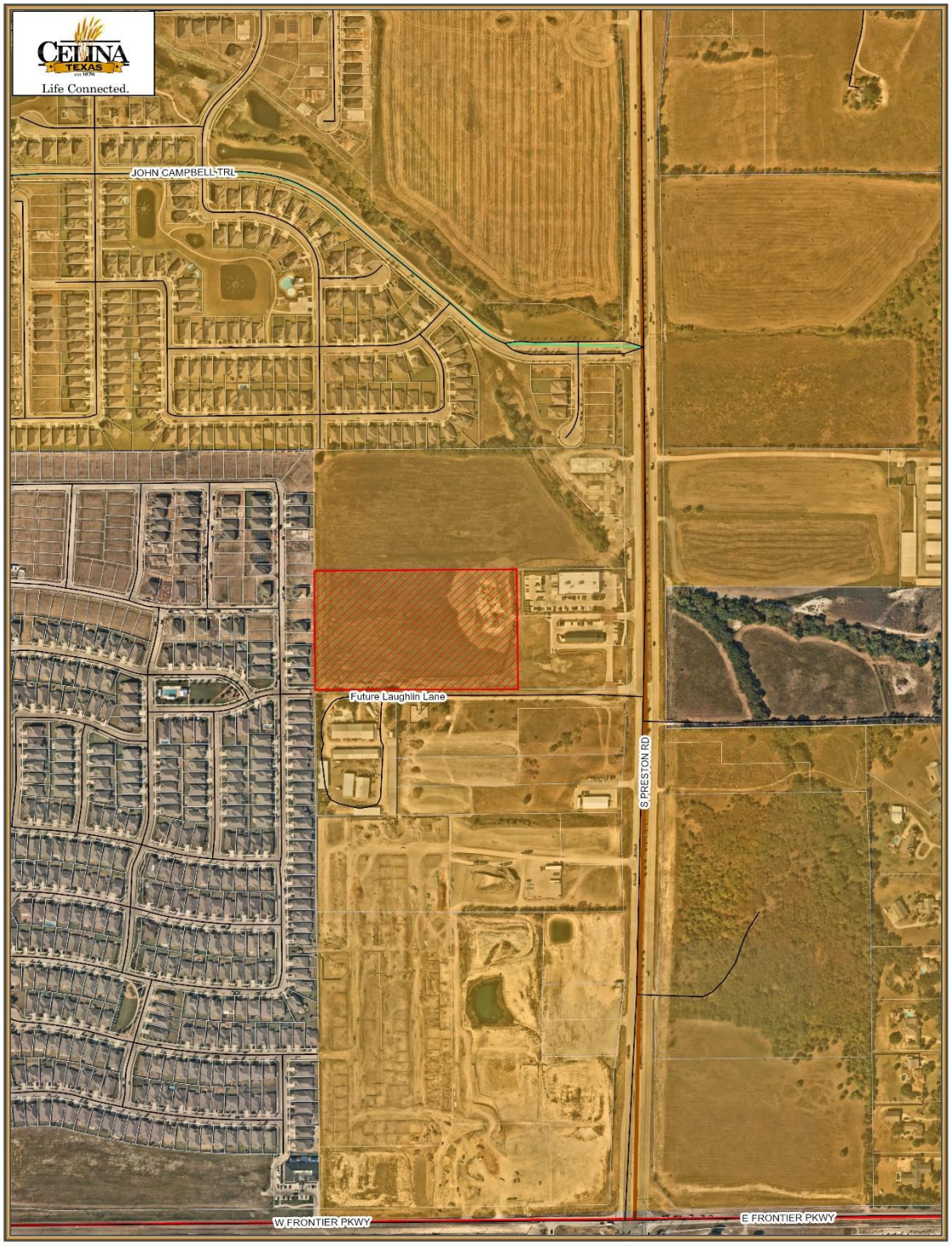
THENCE South 00 degrees 36 minutes 12 seconds East, 320.22 feet, over and across said called 15.275 acre tract to a point in the south line of said called 15.275 acre tract, said point also being in the north line of that called 4.0210 acre tract of land described by deed to Ray A. Hallford recorded in Volume 2978, Page 32, Deed Records, Collin County, Texas;

THENCE South 89 degrees 23 minutes 48 seconds West, 853.33 feet along the south line of said called 15.275 acre tract and the north line of said called 4.0210 acre tract and the north line of that called 3.99 acre tract of land described by deed to Terry David Barnes recorded in County Clerk's File Number 20060123000093180, Deed Records, Collin County, Texas to a 1/2 iron rod with cap stamped "WINDROSE" found at the northwest corner of said called 3.99 acre tract, said iron rod also being in the east line of The Sage Neighborhood - Phase 2, an addition to the City of Celina, Collin County, Texas according the to the plat thereof recorded in County Clerk's File Number 2017-327, Plat Records, Collin County, Texas;

THENCE North 00 degrees 08 minutes 45 seconds West, 523.61 feet along the west line of said called 15.275 acre tract and the east lines of The Sage Neighborhood - Phase 2 and The Sage Neighborhood - Phase 3 to the POINT OF BEGINNING and containing 445,368 square feet or 10.224 acres of land, more or less.

Attachment: Draft Ordinance (Cross Development Celina 15 MF – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Cross Development Celina 15 MF – Rezoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Cross Development Celina 15 MF – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	Serenade (Huffines Bray) - Development Agreement

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

Applicant:
HC Celina 414, LLC
8200 Douglas Ave., Ste. 300
Dallas, TX 75225

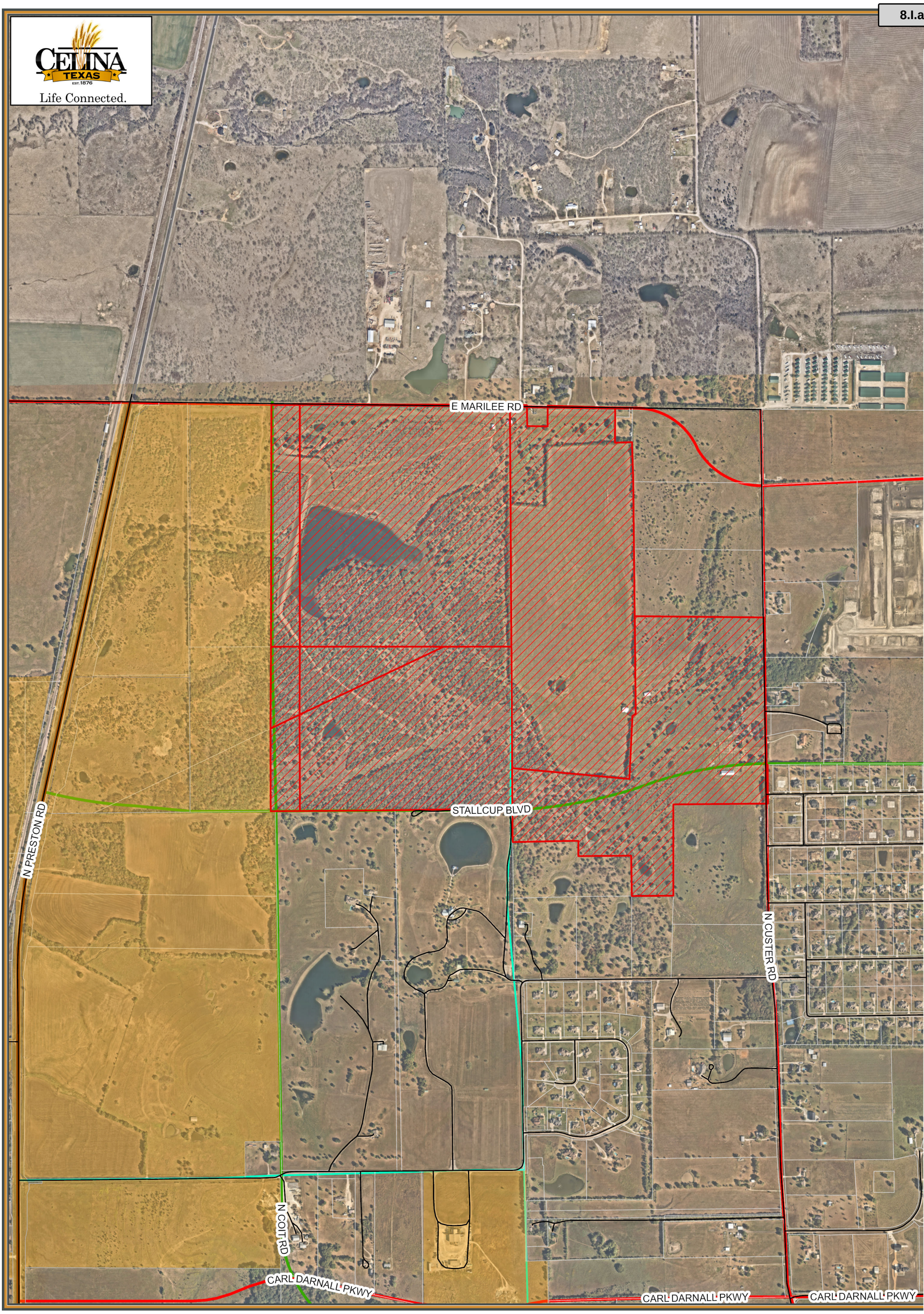
Background Information:
The property is approximately 414 acres and within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract with this Development Agreement. Please refer to the attached documents for further information.

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

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Attachment: Location Map (Serenade (Huffines Bray) – Development Agreement)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Huffines (Bray) Location Map

City of Celina

11/18/2021

N W E S

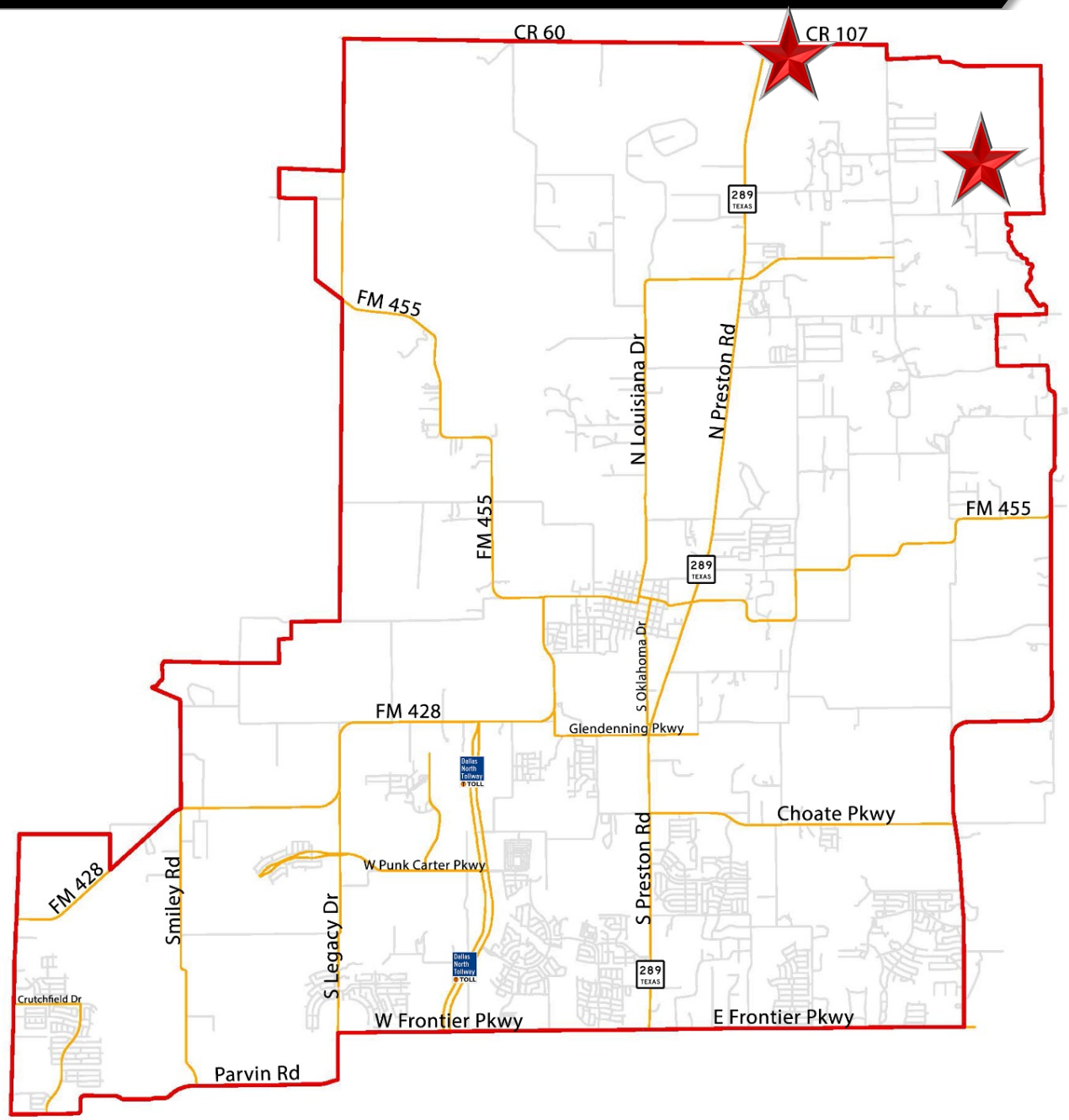
0 500 1,000 Feet

HUFFINES
(SERENADE - BRAY & LAUNA RANCH – CARTER)
Development Agreements

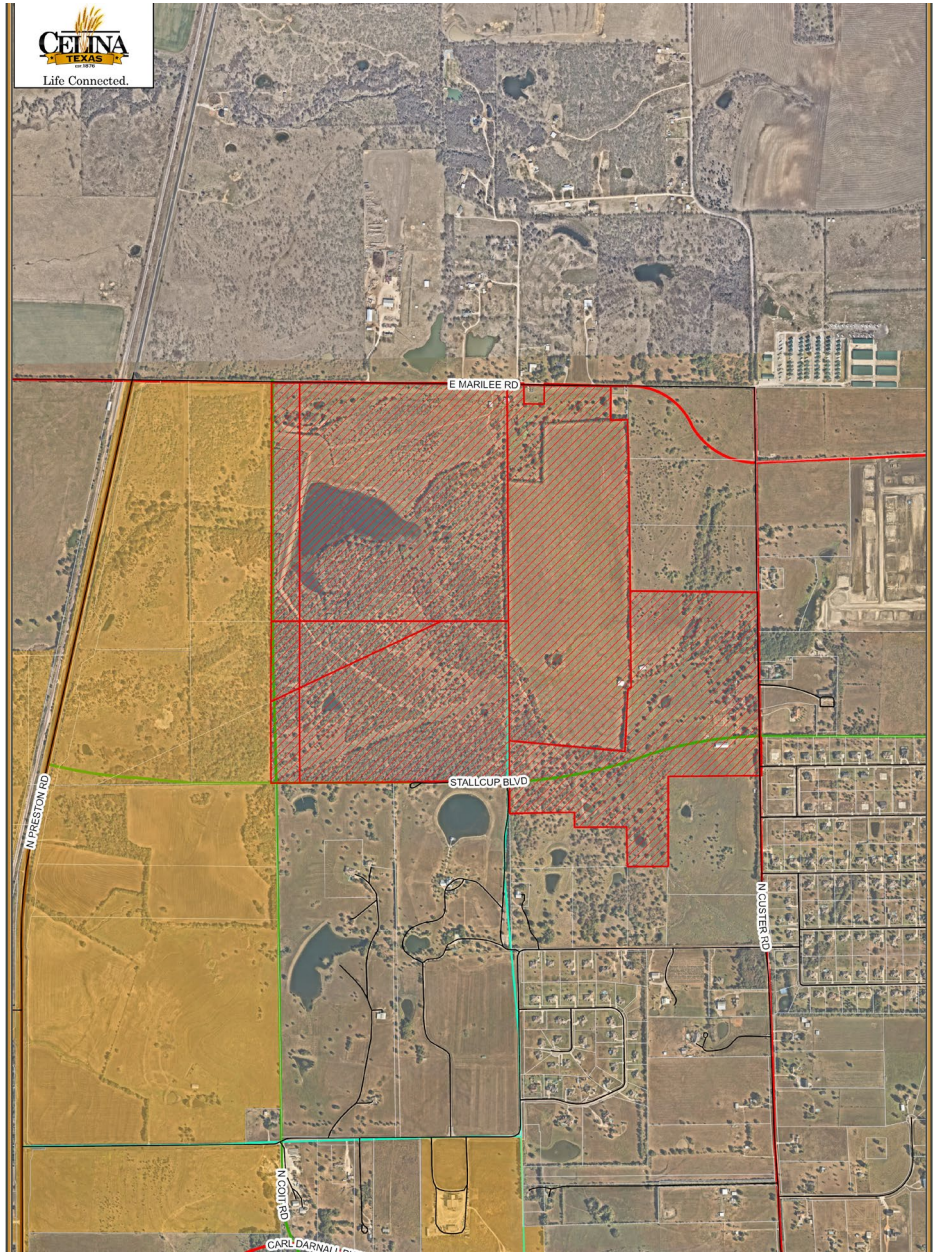
City Council
January 11, 2022



Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)



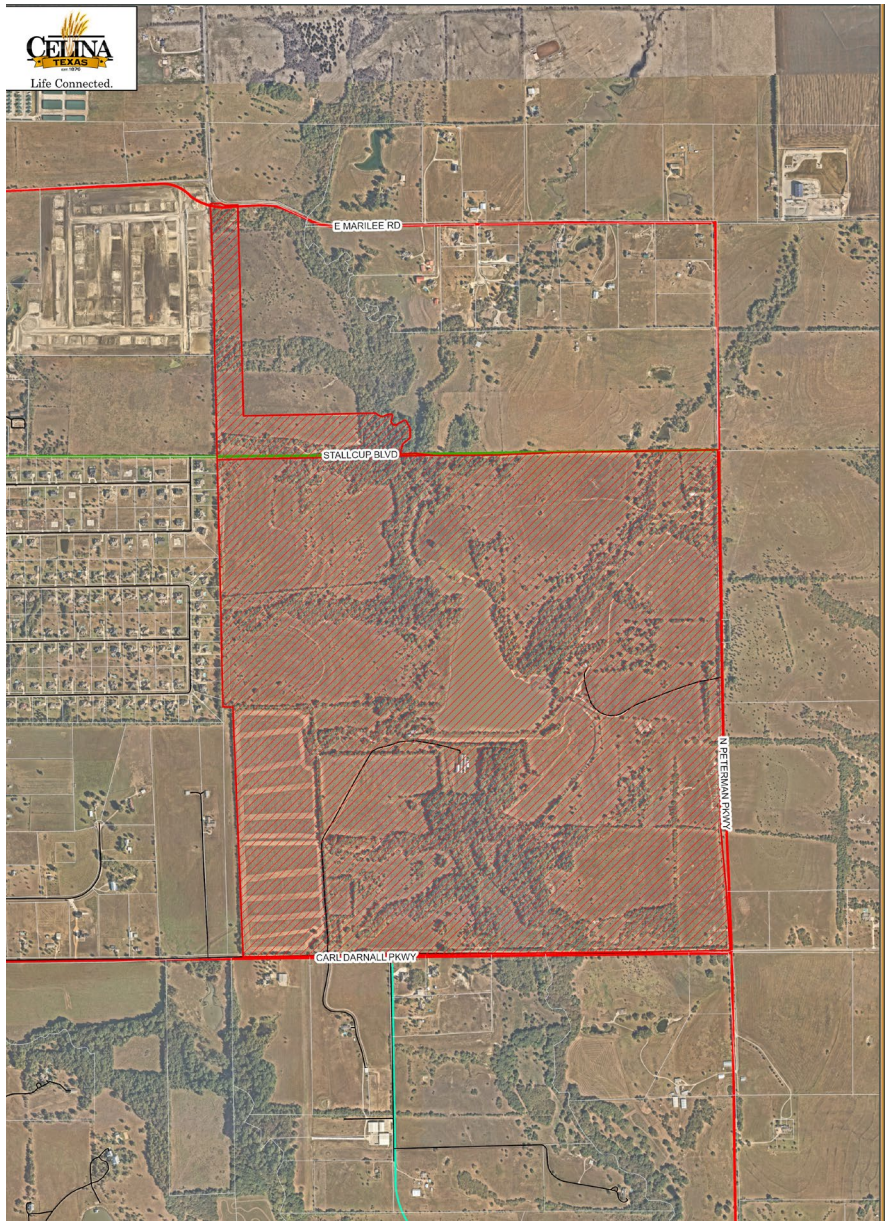
Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)



LOCATION MAP SERENADE (BRAY)

The subject property is generally located at the southeast corner of future Coit Road and County Road 107 (future Marilee Road)

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)



LOCATION MAP LAUNA RANCH (CARTER)

The subject property is generally located at the northwest corner of future Peterman Parkway and County Road 135 (future Carl Darnall Parkway)

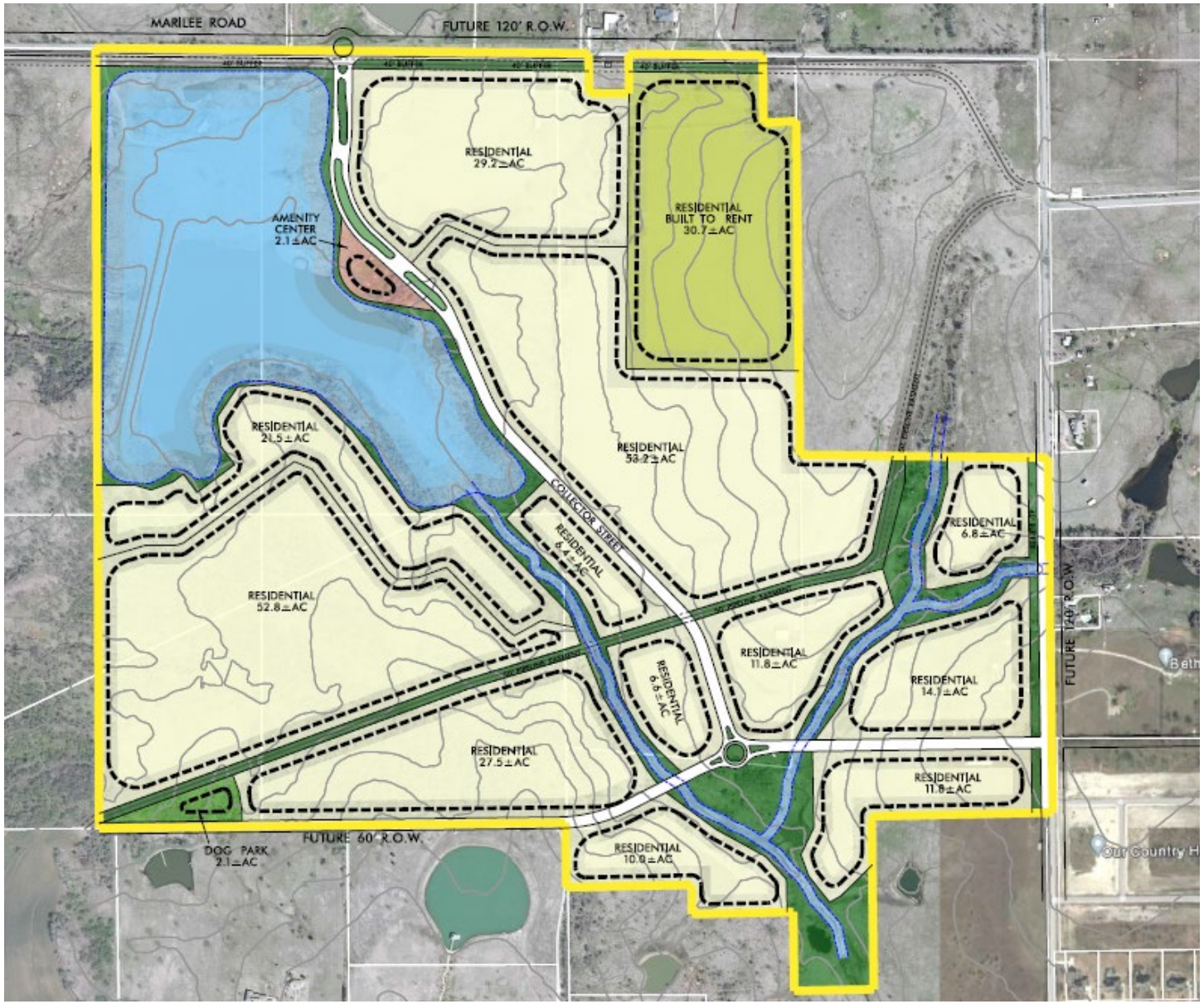
Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

BACKGROUND

- The Carter property is approximately 667 acres, and the Bray property is approximately 414 acres; both are located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- No pre-annexation agreements exist on the properties
- Both properties are currently in petition for the creation of a water district outside of City limits

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

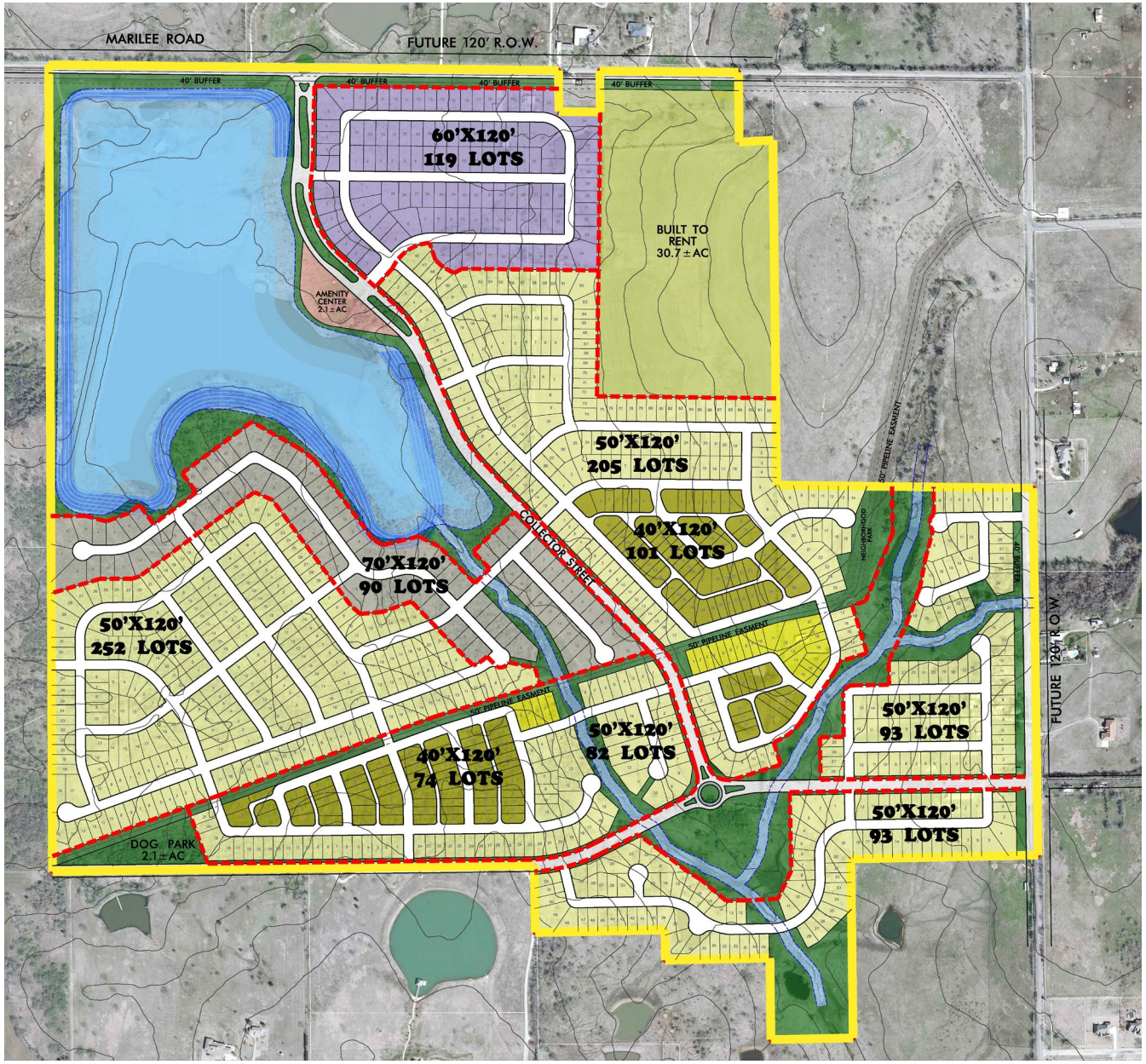
BRAY



LAND USE SUMMARY		
LEGEND	USES	±AC
	RESIDENTIAL	251.7
	BUILT TO RENT	30.7
	AMENITY CENTER	2.1
	OPEN SPACE /LAKE / DETENTION /PARK	115.5
	MAJOR ROW DEDICATION	13.9
TOTAL:		413.9

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

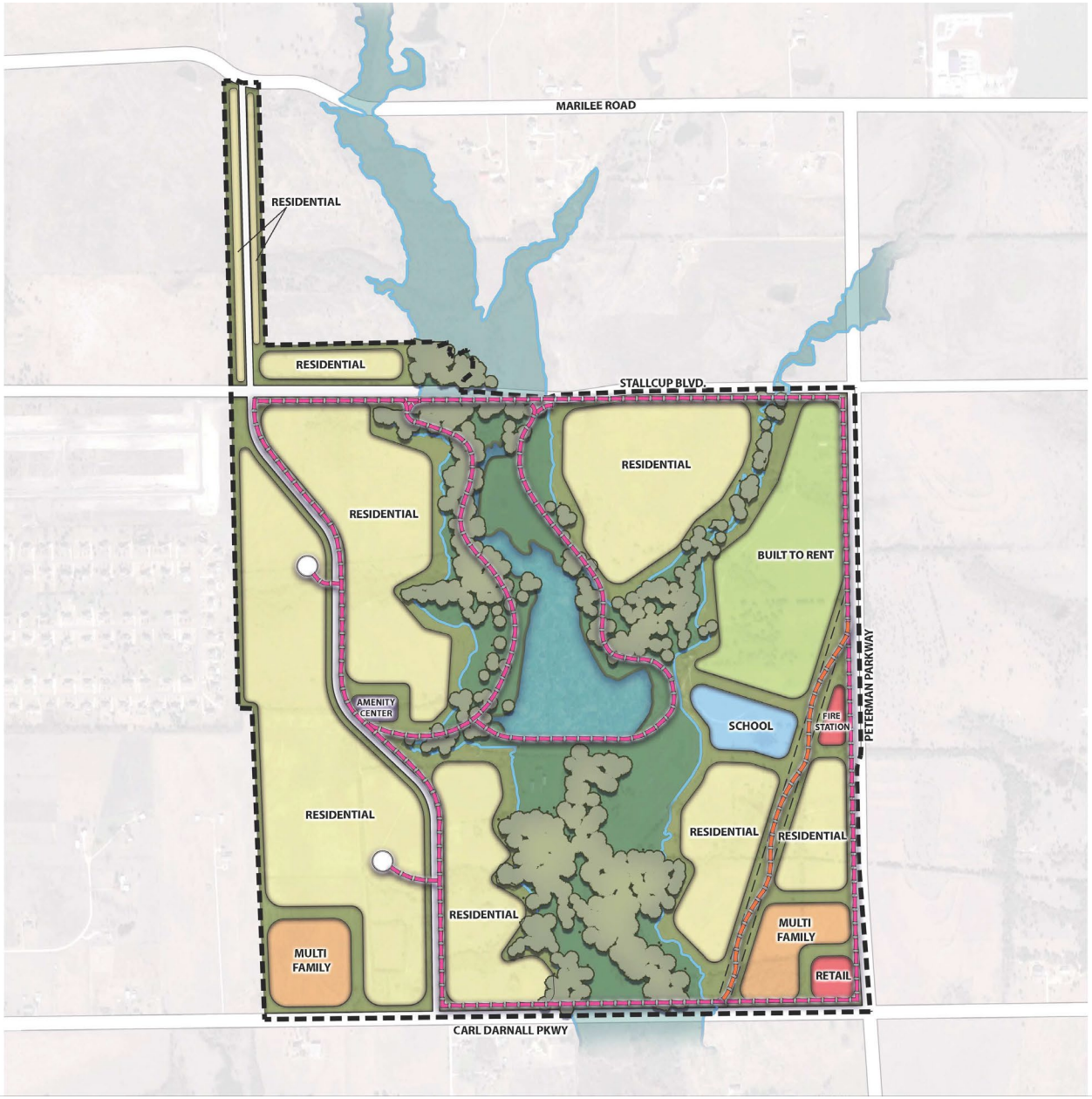
BRAY



LOT SUMMARY			
LEGEND	TYPICAL LOT SIZE	UNITS	%
	70'X120'	90	8.1
	60'X120'	119	10.7
	50'X120'	725	65.4
	40'X120'	149	15.8
	40'X120' – NO ALLEY	26	
TOTAL:		1109	100

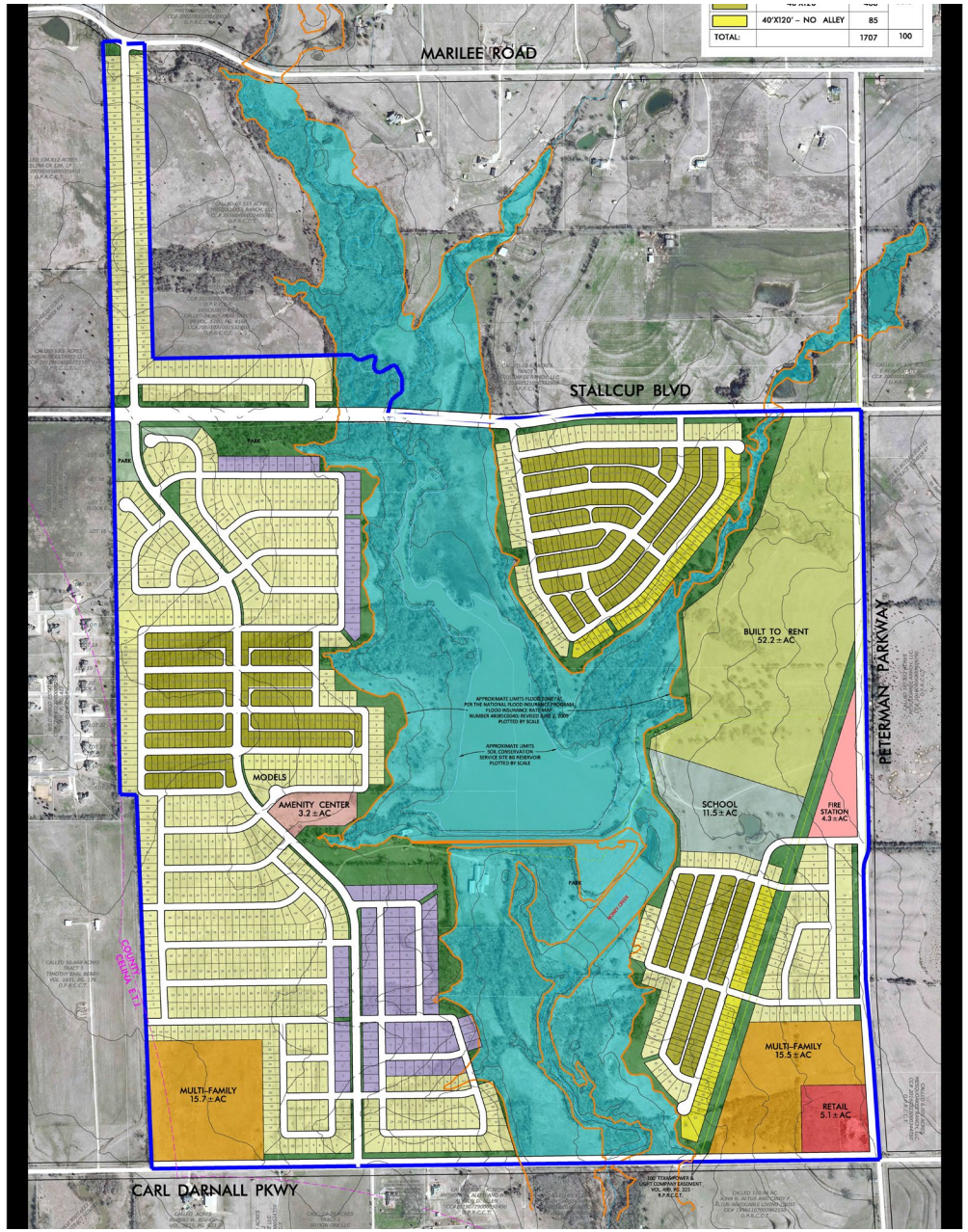
Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

CARTER



Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

CARTER



LOT SUMMARY			
LEGEND	TYPICAL LOT SIZE	UNITS	%
	60'X120'	136	8.0
	50'X120'	998	58.5
	40'X120'	488	33.5
	40'X120' – NO ALLEY	85	
TOTAL:		1707	100

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

AGREEMENT OVERVIEW

- The Development Agreement proposes annexation and zoning for the 667 and 414 acres, which are both undeveloped
- The agreement contemplates a master planned community with a mix of uses (attached & detached single-family lots, commercial, and multi-family)

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

DEVELOPER OBLIGATIONS

- Expansion of the water, sewer, and roadway infrastructure system
- Dedication of a minimum 2-acre fire station site
- Dedication of a minimum 12-acre CISD elementary school site
- Adherence to the Neighborhood Vision Book
- Trails in addition to substantial open spaces
- The agreement outlines the amenity package and proposed lot mix

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

POLICY CONSIDERATIONS

- The DA brings an additional 1,081 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- Diverse lot mix & housing types, per the Comprehensive Plan
- Prevents an out-of-city water district from forming on Celina's boundary
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

P&Z PUBLIC HEARING

- There was no public feedback at either of the public hearings

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its December 16th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Serenade (Huffines Bray) – Development Agreement)

DEVELOPMENT AGREEMENT
(Serenade)

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and HC Celina 414, LLC, a Texas limited liability company (the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of January 11, 2022 (the "Effective Date").

RECITALS

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

WHEREAS, the Owner owns an approximately 413.880-acre tract of land described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is located wholly within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Owner intends to develop the Property as a planned development with residential uses (the "Development"); and

WHEREAS, the water, sewer, roads, drainage, and other public infrastructure necessary to serve the full Development (the "Public Infrastructure") are not currently available; and

WHEREAS, on January 11, 2022, the City Council adopted Resolution No. ____ (the "Consent Resolution") consenting to the creation of the Serenade Municipal Utility District encompassing all of the Property (the "District"); and

WHEREAS, the City has also consented to the addition of land to the District in this Agreement; and

WHEREAS, the Parties intend that the Owner will cause the design, construction, and installation of the Public Infrastructure to occur at Owner's cost, and that the Owner will recover all or a portion of such costs from the proceeds of bonds issued by the District with the City having no responsibility or liability whatsoever for any District bonds; and

WHEREAS, the Marilee Special Utility District or Mustang Special Utility District (hereinafter, both entities and any successor together or individually referred to as "Marilee") holds a water certificate of convenience and necessity ("CCN") for the Property (the "Marilee CCN"); and

WHEREAS, the Owner is seeking the decertification of the Marilee CCN, and the Parties intend for the City to obtain a water CCN over the Property and serve as the retail water provider to the Property; and

WHEREAS, the City holds a sewer CCN for the Property; and

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

WHEREAS, the City intends to rebate all municipal rollback taxes collected by the City from the Property to the Owner pursuant to the terms of this Agreement; and

WHEREAS, the Development will have a significant impact on the local economy, and will substantially increase the taxable value of the Property thereby adding value to the City's tax rolls and maximizing the increase in ad valorem real property taxes to be assessed and collected by the City; and

WHEREAS, the grants provided to the Owner under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the City; and (v) promoting development within the City; and

WHEREAS, the City has an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the City has ensured that the public will receive benefits for the grants provided by imposing on the Owner conditions and performance standards that are prerequisites to the Owner receiving any grant, has established an economic development program pursuant to Section 380.001 of the Texas Local Government Code (the "Program") and authorizes this Agreement as part of the Program; and

WHEREAS, the Owner desires to participate in the Program by entering into this Agreement; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Owner's performance of this Agreement will promote local economic development in the City, stimulate business and commercial activity in the City and benefit the City and its citizens.

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended, Chapter 380, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 45-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

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

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

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.1 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) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute legislative findings by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to do the following: provide for consents related to the District; provide for the annexation of the Property and the terms of annexation; provide for infrastructure for the Property, including the Public Infrastructure; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration pertaining to the entire Property.

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

2.3 Term. This Agreement shall have a 45-year term starting on the Effective Date (the "Term"), except that Section 3.2, and all provisions referenced in Section 3.2, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement.

ARTICLE III
REGULATION OF DEVELOPMENT

3.1 Concept Plan and Development Regulations. Development of the Property shall be subject to the applicable ordinances, rules, regulations, standards, policies, orders, guidelines, master plans, or other City-adopted or City-enforced requirements, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development and comply with the Concept Plan attached as **Exhibit C**, as amended in accordance with this Agreement (the "Concept Plan"), the development regulations attached as **Exhibit D** (the

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"Development Regulations"), and this Agreement (the "City Regulations"). The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations. Notwithstanding the foregoing, the Owner may amend the Concept Plan without City approval to change the size and location of land use areas shown on the Concept Plan provided that the acreages of multifamily and build-to-rent shown on the original Concept Plan are not increased beyond the acreage caps set forth in the Development Regulations and the acreages of open space, lake, detention, and park areas shown on the original Concept Plan are not decreased. The location of roadways shown on the Concept Plan is conceptual and will be modified and finalized at the time of platting.

3.2 Building Codes, Fire Codes and Building Materials. *As consideration for the Grant, capital recovery fees being reduced and impact fees being waived for the Property, Owner has consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, apply to the Property, 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. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.3 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 4.1 of this Agreement, the Parties agree that the Concept Plan, the Development Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Development Regulations, Concept Plan, and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D**, Section 3.2 of this Agreement, or the City Regulations, including but not limited to zoning, from being enforced against an end-buyer of a final platted lot that is developed.

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3.4 Platting. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments to the Concept Plan. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the applicable City Regulations.

3.5 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code, and nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the Property on the basis of vested rights or any other cause of action arising under the law, with the exception of the building material regulations referenced in Section 3.2.

3.6 Open Space and Trails. Open space, trails, and amenities shall be provided as described on **Exhibit E** and in the Development Regulations attached as **Exhibit D**, although exact trail locations are subject to change by the Owner at the time of engineering and final platting provided the final locations are generally consistent with the City's Trail Master Plan. The Director of Development may permit minor modifications to **Exhibit E** that are consistent with the quantity and quality of open space, trails, and amenities shown on the original **Exhibit E**. The Director of Development may permit modifications to the color and material requirements for the pavilion. Construction of a pavilion is required in accordance with Section 4 of the Development Regulations on **Exhibit D**.

3.7 Existing Agricultural Uses. Notwithstanding anything to the contrary in this Article III, the City agrees that Owner may use the Property for all agricultural uses and structures that were permitted on the Property prior to the Effective Date subject only to applicable Collin County regulations for such agricultural uses and structures. In the event of a conflict between this Agreement and the City Regulations, this Agreement shall control.

ARTICLE IV
ANNEXATION

4.1 Annexation.

(a) The City agrees that the Property will not be annexed except pursuant to the Owner's prior written consent subject to the provisions of this Article IV. Within thirty (30) days of being requested to do so by the City, Owner agrees to (a) submit a voluntary annexation petition

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for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"). The City agrees to complete full purpose annexation of the Petition Property within nine months after the Effective Date, and further agrees that it will not annex the Property until all of the following conditions precedent to annexation have been fully satisfied: (a) creation of a tax increment financing district that encompasses all of the Property ("TIRZ") pursuant to Chapter 311, Texas Tax Code (the "TIRZ Act") and pursuant to an ordinance that is consistent with the provisions of this Agreement; (b) the approval by the City Council and TIRZ board of directors of a TIRZ development agreement with the Owner pursuant to the TIRZ Act that contains terms consistent with the provisions of this Agreement related to the TIRZ, and which may be assigned by the Owner to the District with notice to the City but without City consent; and (c) adoption of a final project and finance plan by the City Council and TIRZ board of directors pursuant to the TIRZ Act that is consistent with the provisions of this Agreement related to the TIRZ.

(b) The 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 pursuant to the terms of this Agreement. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Petition Property and/or the portion of the Property being annexed pursuant to this section within ten (10) days of being requested to do so. Owner acknowledges and agrees that this Section 4.1 was a material inducement for the City to enter into this Agreement with Owner.

(c) If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

(d) Owner is not required to enter into this Agreement. The annexation procedures described in plain language in this Agreement require the Owner's consent. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

ARTICLE V
FEES

5.1 Fees. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations and comply with State law.

(a) Single Family Residential. No capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against single family residential development on the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) roadway capital recovery fees of $5,500 per single family residential dwelling unit ($2,500 of each such fee to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); (iii) water

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capital recovery fees of $4,400 per single family residential dwelling unit ($2,000 of each such fee to be to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); and (iv) wastewater capital recovery fees of $5,200 per single family residential dwelling unit (all of which shall be paid by the City to Owner within 30 days after receipt). Roadway, water, and wastewater capital recovery fees shall each escalate by an additional $500 per single family attached or detached residential dwelling unit upon reaching the ten-year anniversary of the Effective Date and then every fifth anniversary of the first escalation thereafter, all of which additional amounts shall be retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

(b) Single Family Rentals and Multi-family. Park fees, water, wastewater, impact fees, tap fees, and meter fees, and roadway fees paid in connection with single family rental development and multi-family development shall be collected by the City, and 50 percent of each fee collected by the City shall be paid to the Owner, with the remainder of each fee retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

5.2 Emergency Sirens. The Owner agrees to pay the City a fee in the amount of $55,000 to be used by the City to purchase and install one emergency warning siren on the Property, which shall be the only emergency siren fee required to be paid in connection with the development or use of the Property. Such fee shall be paid to the City prior to the City recording the final plat for the second phase of development of the Property.

5.3 Technology Fees and Educational Foundation Fees. No technology fees or educational foundation fees shall be required to be paid in connection with the development or use of the Property.

ARTICLE VI
RETAIL WATER AND SEWER SERVICE; PUBLIC INFRASTRUCTURE

6.1 Water Service. Prior to the City's annexation of the Property, the Owner shall take one of the following actions, or cause the District to take one of the following actions at no cost to the City: (a) cause the Property located in Marilee's CCN to be decertified from Marilee's CCN and pay the compensation required to Marilee in order for the City to provide water service to the Property which decertification may be done in whole or in part as the Property develops; or (b) if the Owner is unable to decertify Marilee's CCN over the Property, make payment to the City of 50% of the amount necessary for the City to purchase Marilee's CCN for the Property pursuant to that certain Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between the City and Marilee, and the City shall be responsible for funding the remaining 50% of such cost. To the extent the Owner funds such costs, the Owner may seek reimbursement from the District. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the

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Owner's and/or the District's obligations to (a) compensate Marilee for a decertification of Marilee's CCN or compensate the City for 50% of the City's acquisition of Marilee's CCN; and (b) pay for and construct the Public Infrastructure. Within 180 days following either the Marilee CCN decertification (including compensation of Marilee by the Owner) or payment to the City of 50% of the CCN purchase amount all as described above, the City shall amend its CCN to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water service provider to the Property.

6.2 Sewer Service. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. The City agrees that capacity to serve the Development shall be created by construction of a new City-owned and operated wastewater treatment plant to serve the Property and other property in the same sewer basin and at the location shown on **Exhibit H** (the "New Plant"). Within thirty (30) days of the Effective Date, Owner agrees to pay City Four Hundred Thousand Dollars ($400,000.00) for the City to use towards the cost of designing and permitting the New Plant, and the City shall immediately commence the design and permitting process upon receipt of said payment from Owner. Within 30 days after the Owner enters into a grading contract with a third party for all or a portion of the Property and provides notice to the City of such contract, City shall begin construction of the New Plant (the "Commencement Deadline"). The City shall complete construction of the New Plant and have the New Plant operational and ready to serve the Property within 18 months after the Commencement Deadline. The City shall reimburse such $400,000 payment to the Owner within 30 days after the date the City accepts the Public Infrastructure for the phase one improvements, which acceptance shall not be unreasonably delayed or withheld. If the New Plant is not operational and able to serve the Development or any portion thereof, City agrees to pump and haul wastewater from the Development at the City's sole cost until such time as the New Plant is operational and able to serve the full Development. Based upon the foregoing and subject to the City satisfying its obligations to complete the New Plant and provide retail wastewater service to the Development pursuant to this section, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider for all new development on the Property. Within thirty (30) days of receiving a written request from Owner, the City will provide to Owner or Owner's designee a "will serve" letter confirming it will provide capacity to serve the Development of the Property. In addition, this Agreement shall serve as a "will serve" letter confirming the City's willingness to provide capacity to serve the Development of the Property pursuant to the terms of this Agreement. Nothing herein shall prohibit the Owner or the District from seeking a discharge permit to allow a new treatment plant to be constructed by the District to serve the Property, or prohibit the Owner from seeking decertification of the City as the retail wastewater provider, in the event the City is unable or unwilling to provide retail wastewater service for all or any portion of the Development.

6.3 Public Infrastructure.

(a) Standards. The Owner or the District will fund the cost of all Public Infrastructure improvements necessitated by the development of the Property, and shall have a right to all of the capacity in all utility improvements funded by the Owner or the District. Such improvements will be constructed in phases as the Property is developed. To the extent easements or rights-of-way

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are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the 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; however, dry utilities may be in an easement separate from the right-of-way (wet utilities may be located within the right-of-way). The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, if the City requires oversizing of any improvements to serve land outside of the boundaries of the Property, the City shall be solely responsible for the up front funding of the incremental increase in all cost associated with such improvements related to increasing the capacity of such improvements (the "Oversizing Costs"). Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The City shall have the right to inspect, at any time, the construction of all water, wastewater, roadway, and storm water Public Infrastructure, which such Public Infrastructure, except as otherwise expressly provided for in this Agreement, shall be designed, constructed, and inspected in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of such Public Infrastructure shall be as required by the City Regulations.

(b) Inspections, Acceptance of Public Infrastructure. From and after the inspection, approval, and acceptance by the City of the water, wastewater, drainage, and roadway Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City and City shall maintain and operate the accepted Public Infrastructure, or any portion thereof. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement. Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Regulations, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations

(c) ROW Dedication. All right-of-way will be dedicated in the manner required by the City Regulations subject to Section 6.4.

6.4 Right-of-Way and Roadway Improvements.

(a) Except as otherwise provided in this Section 6.4, the Owner shall, by plat or as requested by the City and at no cost to the City, dedicate to the City, right-of-way for the on-site thoroughfares shown on **Exhibit F**, in accordance with the City Regulations, including the City's adopted thoroughfare plan, as well as the right-of-way needed for the portion of the perimeter thoroughfares to be constructed by the Owner as shown on **Exhibit F**, in phases as final plats are approved contiguous to such thoroughfares.

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(b) The Owner shall design and construct the improvements described on **Exhibit F** (the "Roadway Improvements"), excluding the section of Stallcup Boulevard shown on **Exhibit F** as a segment to be constructed by the City, in phases as final plats are approved contiguous to such roadways unless such improvements have already been constructed by the City or a third party; however, no construction of Stallcup Boulevard by the Owner shall be required until at least 500 lots within the Property are completed as part of a recorded final plat.

(c) With the exception of the Roadway Improvements, the Owner shall not be required to construct or fund any thoroughfare improvements.

(d) The Owner agrees to escrow one-half of the estimated cost to construct median related improvements for the portion of Marilee Road and the portion of Stallcup Boulevard shown on **Exhibit F** to the extent such improvements cannot be completed when the Owner constructs its proportionate share of such Roadway Improvements, including the median cost as well as median street lights and median landscaping.

(e) The City agrees, at its sole cost, to acquire right-of-way and commence construction of the City's two-lane portion of Stallcup Boulevard, as shown on **Exhibit F**, not later than 12 months after the date the Owner delivers written notice to the City requesting the City to commence construction, and to complete such construction no later than Owner's completion of the Owner's portion of Stallcup Boulevard, as shown on **Exhibit F**. Any failure or delay by the City to commence and complete such construction shall not result in the City withholding or delaying any plat, permit, or other development approvals for the Property. The Owner will design the city's portion of Stallcup Boulevard, as shown on **Exhibit F**, when the Owner designs the Owner's portion of Stallcup Boulevard, and the City shall reimburse the Owner for such design costs prior to the deadline stated in this subsection for the City's commencement of construction of the City's portion of Stallcup Boulevard.

6.5 Water Infrastructure. The Owner shall design and construct the proposed water improvements depicted on **Exhibit G** (the "Water Improvements") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any water line that exceeds 18 inches in size unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site water improvements not shown on **Exhibit G**. If the City constructs any of the Water Improvements prior to the Owner's construction of such improvements, the Owner shall pay the City for the Owner's proportionate share of the cost of such improvements prior to recording a final plat that connects to such improvements.

6.6 Wastewater Infrastructure. Except as otherwise provided by Section 6.2, the Owner shall design and construct the proposed wastewater improvements depicted on **Exhibit H** (the "Wastewater Improvements") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any wastewater line that exceeds the size needed for the development of the Property unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site wastewater improvements not shown on **Exhibit H**.

6.7 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public

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Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. In addition, the District may exercise the power of eminent domain to acquire rights-of-way, consents, or easements, if any, required for the Public Infrastructure.

6.8 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Owner shall install, or caused to be installed, within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Owner shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

6.9 Transfer of Warranties. Any Public Infrastructure that is transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

ARTICLE VII
TIRZ

7.1 The City shall create the TIRZ before the Property is annexed. Upon creation, the TIRZ term will be the longer of a term that (i) expires 35 years after the recording of the last final plat for any portion of the Property, or (ii) the date that is the last date the last series of District bonds required to fund full development of the Property is paid or, (iii) if no District bonds are issued, the date that the Owner is reimbursed for all amounts required to fund full development of the property that would be eligible for reimbursement if the District had issued bonds. The City's TIRZ creation ordinance shall confirm the City's TIRZ participation rate at an amount equal to twenty cents per $100 of assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources), unless the

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City modifies or revokes any of the District Consents (as defined in this Agreement), at which time the City's TIRZ participation will increase to an amount equal to 100 percent of the ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources). TIRZ revenue may fund any cost eligible for funding pursuant to the TIRZ Act, including costs for public infrastructure and economic development grants. TIRZ revenue may be pledged to the repayment of District debt. Following creation of the TIRZ and approval by the City of the TIRZ final project plan and finance plan, the Owner and the City will enter into a TIRZ agreement that obligates the City to (a) reimburse the Owner from TIRZ revenue for all amounts expended to fund public improvements required for full development of the Property the costs of which are not reimbursed from the District's net bond proceeds; and (b) pay the Owner an economic grant equal to $400,000 plus interest at a rate of six percent per year until paid as consideration for the Owner's payment described in Section 6.2 but only if such payment is not timely reimbursed to the Owner as described in Section 6.2 The TIRZ agreement will provide that TIRZ revenue paid by the City to the Owner will first be applied to reimbursement obligations; next to unpaid but accrued interest on the $400,000 grant amount; and last to reduce the principal balance of the $400,000 grant. The City agrees to pay to either the Owner or the District, at the Owner's option, all TIRZ revenue described above for the TIRZ term described in this paragraph. If requested by the City, the Owner agrees to provide documentation that no TIRZ costs have been reimbursed from District bond proceeds unless TIRZ revenue was pledged to the District bonds the proceeds of which are being paid to the Owner. Documentation shall be in the form of an independent accounting firm's "agreed upon procedures report."

7.2 Except for TIRZ revenue pledged to the repayment of District bonds as provided in Section 7.1 pursuant to a TIRZ reimbursement agreement, no conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance shall be made by the Owner or any successor or assignee of the Owner of this Agreement, a 380 grant, or any other TIRZ reimbursement agreement, 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. A conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance may only be made by the Owner or any successor or assignee of the Owner of or related to payments received pursuant to this Agreement, a 380 grant, or any TIRZ reimbursement agreement as security for or the payment of bonds or other securities issued by any entity other than the City if, after a request by the Owner to the City, the City declines to issue bonds secured by such revenues.

ARTICLE VII
CHAPTER 380 GRANT OF ROLLBACK TAXES

8.1 As consideration for the Owner's consent to the voluntary annexation of the Property, and in accordance with Chapter 380 of the Texas Local Government Code, the City agrees to pay to the Owner an amount equal to 100 percent of all municipal rollback taxes collected by the City from the Property, excluding any penalties and interest charged for late payment, within 90 days after such tax revenue is collected (the “Grant”). As a condition to receiving the Grant, the Owner shall be in compliance with the requirements of this Agreement at the time the City is required to pay the Grant pursuant to this paragraph.

8.2 The Grant payable by the City to the Owner is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes

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of the City but is payable only from funds of the City authorized by the Program and Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. Payment of the Grant is subject to the City's receipt of funds from municipal rollback taxes collected by the City from the Property consistent with the terms of Section 8.1. This Article VIII shall expressly survive the expiration or termination of this Agreement.

ARTICLE IX
DISTRICT

9.1 Consent to District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City further consents to (a) an expansion of the authority of the District (by petition to and approval of the TCEQ or otherwise) to include road powers pursuant to Section 54.234, Texas Water Code, as amended; and (b) to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended. If more than one district is created, the City further consents to divisions of the districts and to boundary adjustments among the districts in the form of exclusions and additions of land within the Property, so long as the number of acres in the District, or any other district consented to in the paragraph, does not exceed an additional 100 acres, for a maximum total of 513.880 acres.

9.2 Consent to District Annexation of Land. The City consents to the District's annexation of a maximum of 100 acres of land located outside of the Property, provided, however, such land must be annexed into the City for full purposes before the District annexes such land into the District's boundaries and the maximum acres set forth in Section 9.1 is not exceeded.

9.3 Consent Resolutions; Other Documents. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

9.4 No Limitation of Powers. Nothing in this Agreement is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such District.

9.5 Full Satisfaction. The consents contained in this article and in the Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City so long as Owner is in full compliance with the terms of this Agreement and not in breach of this agreement or by any action of the City Council without the prior written approval of Owner; (c) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents Owner would not have entered into this Agreement; and (d) with the understanding that the City has relied on

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this Agreement to City's material detriment and but for this Agreement City would not have provided the District Consents.

9.6 Dissolution. The City agrees that it will not take any action that will have the effect of abolishing or dissolving the District until ninety percent (90%) of the developable portion of the Property has been developed with water, sanitary sewer and roads and the District has issued its bonds to fully reimburse the Owner for such infrastructure, to the extent not being reimbursed from another funding mechanism and as allowed under the then current rules of the TCEQ.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

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

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

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

(e) The City shall not assign this Agreement.

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

10.3 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.

10.4 Limitation on Assignment. Except as otherwise provided in Article VII and except for an assignment of a TIRZ agreement by Owner to the District, no conveyance, transfer, assignment, mortgage, pledge, grant or other encumbrance shall be made by the Owner, Owner Assignee, or any successor or assignee of the Owner of this Agreement, any Chapter 380 agreement, the Grant, the capital recovery fees payments, or any TIRZ agreement 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.

ARTICLE XI
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, with the exception of Article III and the Development Regulations, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end buyer of a fully developed and improved lot.

11.2 Releases. From time to time upon the written request of the Owner, the City and Owner shall execute, in recordable form, a mutual release of this Agreement, which shall be for at least 100 acres, if the Owner's obligations and City's obligations under this Agreement have been

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satisfied, subject to the continued application of the Development Regulations. The Owner shall pay the City $1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

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

ARTICLE XII
ADDITIONAL PROVISIONS

12.1 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 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: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

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

With a copy to:
Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

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To the Owner: HC Celina 414, LLC
Attn: Phillip Huffines
8200 Douglas Avenue, Suite 300
Dallas, TX 75225
E-mail: pwh@huffinescommunities.com
TEL: (214) 526-3000
FAX: (214) 750-5900

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

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

12.2 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 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. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 45 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 45 day period (a) stating that the Party cannot cure the alleged failure within 45 days after receipt of written Notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 45 days after the initial written Notice of the alleged failure has been given.

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

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

(b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other

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tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair the current or future obligations of the City to provide water or sewer service or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or

(d) entitle the aggrieved Party to seek or recover exemplary damages; or

(e) adversely affect or impair the effectiveness or validity of the District Consents; or

(f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or

(g) adversely affect or impair rights of the Owner or the District to receive TIRZ payments, capital recovery fee, meter fee, or impact fee payments, or Chapter 380 grant funds pursuant to the terms of this Agreement; or

(h) allow the City to annex the Property except as expressly authorized by this Agreement; or

(i) limit the Term.

12.4 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement. THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER. 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.

12.5 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES,

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REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

(d) THIS SECTION 12.5 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.6 THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

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

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION 12.6, WAIVES (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THE OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF AMENDMENTS TO THE CITY REGULATIONS, ENACTED AFTER THE EFFECTIVE DATE, TO THE PROPERTY VIOLATES ANY STATE OR FEDERAL LAW, SO LONG AS SUCH CLAIM DOES NOT RELATE TO ANY EXPRESS OBLIGATION OF OWNER SET FORTH IN THIS AGREEMENT.

(C) THIS SECTION 12.6 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

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12.8 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and to the extent provided by law, and that the performance by the Parties under this Agreement, as to the Property, is authorized by Section 212.172 of the Texas Local Government Code.

12.9 Entire Agreement; Severability.

(a) 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, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties; provided, however, upon written notice to the City, the Owner may amend this Agreement to add 100 acres of land located in the City's ETJ to this Agreement without any further City approval required, which additional land shall become part of the defined term "Property" (the "Additional Land"). The Additional Land must be owned by the Owner or its affiliate, and a memorandum of the amendment, including the legal description of the Additional Land and an updated Concept Plan showing the Additional Land, shall be recorded in the real property records of Collin County by the Owner. The Additional Land must be developed in accordance with the City Regulations, including the Development Regulations applicable to single family, except that a maximum of ten percent of the area included in the Additional Land may be developed with single family attached or detached residential, multi-family, or single family rentals (build to rent) products that comply with the City Regulations applicable to such uses. Additional single family units are permitted on the Additional Land not to exceed five units for each acre of Additional Land.

(b) 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.

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

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

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

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12.13 No Third-Party Beneficiaries. Except as provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. The District shall be a third-party beneficiary entitled to enforce this Agreement. With the exception of the District, 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.

12.14 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes and an associated construction trailer may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes and the associated construction trailers permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Development Regulations or the City Regulations; (e) do not require any permit or other approval by the City; and (f) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes and the associated construction trailers permitted by this Agreement shall, however, be subject to all permits or approvals otherwise required by the County; and the City agrees to cooperate in good faith to assist Owner in obtaining such permits and approvals and in obtaining water, sewer, and utility service for such homes.

12.15 Water Wells. Water wells may be drilled within the Property for the sole purpose of providing irrigation water; subject, however, to all applicable rules and regulations of Collin County (if any) and the TCEQ. Water wells may not be used to provide potable water.

12.16 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no Structure, other than manufactured housing authorized by this Agreement, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement.

12.17 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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12.18 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or 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:

(a) https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf;

(b) https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

(c) https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

12.19 Form 1295. Submitted herewith is a completed Form 1295 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 Owner, 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 Parties 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 Owner; and, neither the City nor its consultants have verified such information.

12.20 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge

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to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

12.21 Employment of Undocumented Workers. During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.8.C. Section 1324a (f), the Owner shall repay the Chapter 380 grant payments received by the Owner from the City and granted herein within 120 days after the date the Owner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

12.22 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section

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250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Open Space, Parks, Trails, Amenities
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Sewer Improvements
Exhibit I	Fencing Plan

12.24 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

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

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

CITY OF CELINA, TEXAS
the "City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
David Amsler, Assistant City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____ ___, 2022, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of Texas

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THE OWNER:

HC Celina 414, LLC
a Texas limited liability company

By:_____
Name: Phillip Huffines
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ ____, 2022, by Phillip Huffines, Manager of HC Celina 414, LLC, a Texas limited liability company, on behalf of said company.

___

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

SITUATED in the State of Texas, County of Collin, being part of the John Davis Survey, Abstract No. 247, part of the W. C. Lewis Survey, Abstract No. 533, part of the T & P Railway Company Survey, Abstract No. 931, part of the B.B. B. & C. Railway Company Survey, Abstract No. 127, being part of a 300 acre tract of land as recorded in Volume 758, Page 493 and Volume 1154, Page 497, part of a 210 acre tract as recorded in Volume 5086, Page 2603, and part of a 110 acre tract as recorded in Volume 334, Page 397 all in the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Mag Nail for corner in the approximate middle of County Road 107 and being in the north line of said 300 acre tract, from which a 1/2" iron rod found for reference bears South 00°16'10" East, 17.81 feet, said beginning corner being the northeast corner of a 74.937 acre tract as recorded under County Clerk No. 20150521000592850 of the Collin County Land Records, from said beginning corner the northwest corner of said 300 acre tract bears North 89°21'56" West, 748.16 feet, additionally said beginning corner being in the south line of a called 66.38 acre tract as recorded in Volume 2611, Page 680 of the Deed Records of Grayson County, Texas;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract and said 210 acre tract, and the south line of said 66.38 acre tract, the south line of a called 45.927 acre tract as recorded in Volume 3539, Page 866, the south line of a called 19.985 acre tract as recorded under Doc. No. 2017-11996, and partway with the south line of a called 3.00 acre tract in Volume 2508, Page 93 all in the Deed Records of Grayson County, Texas, South 89°21'56" East (Basis of Bearing), 2579.69 feet to a P.K. Nail set marking the northwest corner of a 1.00 acre Cell Tower Site retained by the current owner;

THENCE departing said roadway and along the west line of said 1.00 acre Cell Tower Site, South 00°39'21" East, 208.71 feet to a point marking the southwest corner of said Cell Tower Site;

THENCE with the south line of said 1.00 acre Cell Tower Site, South 89°21'56" East, 208.76 feet to a point marking the southeast corner of said 1.00 acre Cell Tower Site;

THENCE with the east line of said 1.00 acre Cell Tower Site, North 00°39'21" West, passing at 30.00 feet a ½" reference iron rod found on line, passing at 193.71 feet a ½" iron rod set on line for reference, and continuing for a total distance of 208.71 feet to a P.K. Nail set marking the northeast corner of said 1.00 acre Cell Tower Site in the approximate middle of County Road 107, and being in the north line of said 300 acre tract, and the south line of the aforementioned 3.00 acre tract;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract, the north line of the aforementioned 110 acre tract, the south line of said 3.00 acre tract, the south line of a called 2.40 acre tract recorded in Volume 2386, Page 212, the south line of a called 10.25 acre tract as recorded in Volume 1625, Page 78, the south line of a called 60.9 acre tract as recorded in Volume 2521, Page 687 all in the Deed Records of Grayson County, Texas, South

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89°21'56" East, 701.69 feet to a Mag Nail found marking the northerly most northwest corner of William Drummond's 1.363 acre tract Correction Deed as recorded under Clerk's No. 20200922001614070 of the Collin County Land Records;

THENCE departing said roadway and with the perimeter of said 1.363 acre tract as follows: South 00°39'21" East, passing a Roome capped iron rod set 92.21 feet, and continuing for a total distance of 353.37 feet to a Roome capped iron rod found marking its southwest corner; North 86°37'23" East with the south line of said 1.363 acre tract, a distance of 171.22 feet to a wood fence corner post found marking its southeast corner, same being in the east line of said 110 acre tract, the west line of the aforementioned 210 acre tract, and also being in the west line of a 22.02 acre tract as

as recorded under Clerk's No. 20181204001480170 of the Collin County Land Records;

THENCE with the general course of a wire fence along the east line of said 110 acre tract, the west line of said 210 acre tract, with the west line of said 22.02 acre tract, the west line of a 20.00 acre tract as recorded under County Clerk No. 202006290009911040, and a 20.00 acre tract under County Clerk No. 20200817001339900 of the Collin County Land Records, South 00°39'21" East, 1,746.66 feet to a ½" iron rod found marking the southwest corner of said 20.00 acre tract (CC#20200817001339900);

THENCE with the south line of said 20.00 acre tract, and passing through said 210 acre tract, South 89°21'56" East, passing at 1266.39 feet a ½" iron rod found for reference, and continuing for a total distance of 1296.39 feet to a Mag Nail found marking the southeast corner of said 20.00 acre tract, and being in the approximate of County Road 132, and a called 9.40 acre tract as recorded in Volume 4646, Page 1192 of the Collin County Land Records;

THENCE South 00°47'36" East along the east line of said 210 acre tract, the west line said 9.40 acre tract, the west line of a called 69.3 acre tract as recorded under Clerk's No. 20170605000723319, the west line of a called 1.500 acre tract as recorded under Clerk's No. 20180606000696520, the west line of Magnum Estates as recorded in Volume 2019, Page 157, and the west line of a called 4.3441 acre tract as recorded under Clerk's No. 20191216001595160 all in the Collin County Land Records or Map Records, a total distance of 1,476.44 feet to a point for corner from which a P.K. Nail for reference bears North 31°48'49" West, 0.38 feet, said point for corner being the northwest corner of Highland Crossing as recorded in Volume 2019, Page 300 of the Collin County Map Records;

THENCE continuing with the approximate middle of County Road 132, the east line of said 210 acre tract, and the west line of Highland Crossing, South 00°52'38" East, 380.56 feet to a Railroad Spike found marking the northeast corner of a called 26.13 acre tract as recorded under Clerk's No. 20170502000560210 of the Collin County Land Records;

THENCE departing said roadway, South 88°49'47" West, passing through said 210 acre tract, and with the north line of said 26.13 acre tract, passing at 15.00 feet a ½" iron rod found for reference, and continuing for a total distance of 948.30 feet to a Roome capped iron rod found marking the northwest corner of said 26.13 acre tract;

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THENCE passing through said 210 acre tract and with the west line of said 26.13 acre tract, South 00°44'16" East, 905.28 feet to a Roome capped iron rod found marking the northeast corner of Laborde's 7.734 acre tract as recorded under Clerk's No. 20110915000983700 of the Collin County Land Records;

THENCE passing through said 210 acre tract, and with the north line of said 7.734 acre tract, South 88°49'58" West, 415.91 feet to a steel fence corner post found for corner from which a Roome capped iron rod found bears North 69°28'57" East, 0.32 feet, said point for corner being the northwest corner of said 7.734 acre tract, and the southeast corner of a called 13.552 acre tract as recorded under Clerk's No. 20091015001273960 of the Collin County Land Records;

THENCE with the general course of a wire fence and passing through said 210 acre tract and along a common line with said 13.552 acre tract as follows: North 00°45'23" West, 413.01 feet to a point for corner from which a steel fence corner post bears North 88°50' East, 0.78 feet; South 88°49'58" West, 529.56 feet to a steel fence corner post from which a Roome capped iron rod bears South 70°09' East. 0.79 feet; North 00°41'46" West, 152.89 feet to a fence corner post from which a Roome capped iron rod found bears North 73°22' East, 0.42 feet; and South 88°49'58" West, 656.73 feet to a point for corner between two existing fences and marking the northwest corner of said 13.552 acre tract, being in the west line of said 210 acre tract, and being in the east line of a called 99.376 acre tract as recorded in Volume 5145, Page 3200 of the Collin County Land Records;

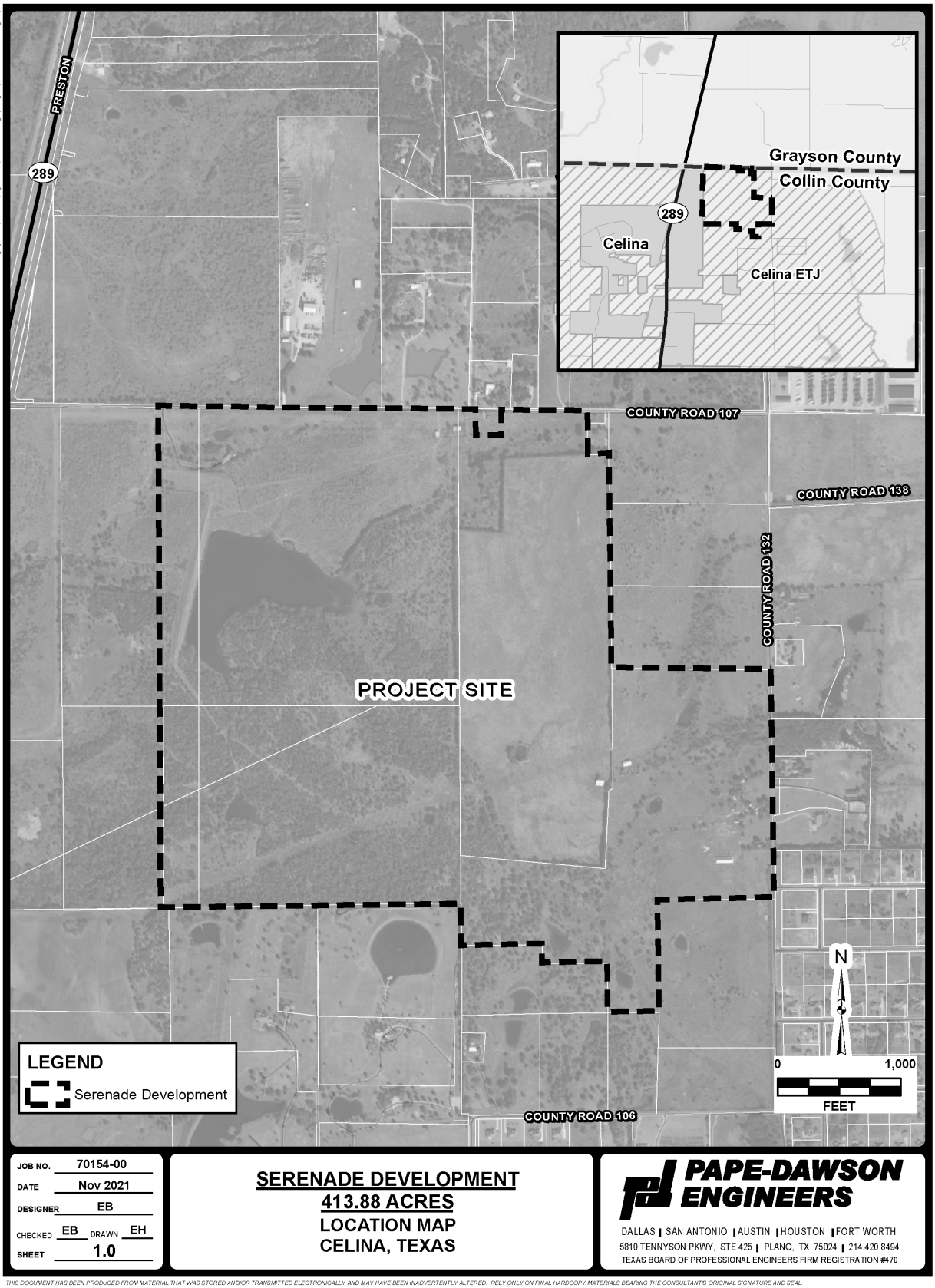
THENCE with the general course of a wire fence, the west line of said 210 acre tract, and the east line of said 99.376 acre tract, North 00°39'11" West, 338.79 feet to a fence post for corner from which a ½" iron rod found bears North 59°22'East, 0.41 feet, said fence post marking the northeast corner of said 99.376 acre tract, and the southeast corner of the aforementioned 300 acre tract;

THENCE with the general course of a wire fence, the south line of said 300 acre tract, and the north line of said 99.376 acre tract, South 89°17'50" West, 2438.96 feet to a Roome capped iron rod found marking the southeast corner of the aforementioned 74.937 acre tract;

THENCE with the general course of a wire fence, and the east line of said 74.937 acre tract, North 00°16'10" West, passing at 4064.32 feet said ½" reference iron rod found, and continuing for a total distance of 4082.13 feet to the place of beginning and containing 413.880 acres of land.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT B
PROPERTY DEPICTION



JOB NO. 70154-00
DATE Nov 2021
DESIGNER EB
CHECKED EB DRAWN EH
SHEET 1.0

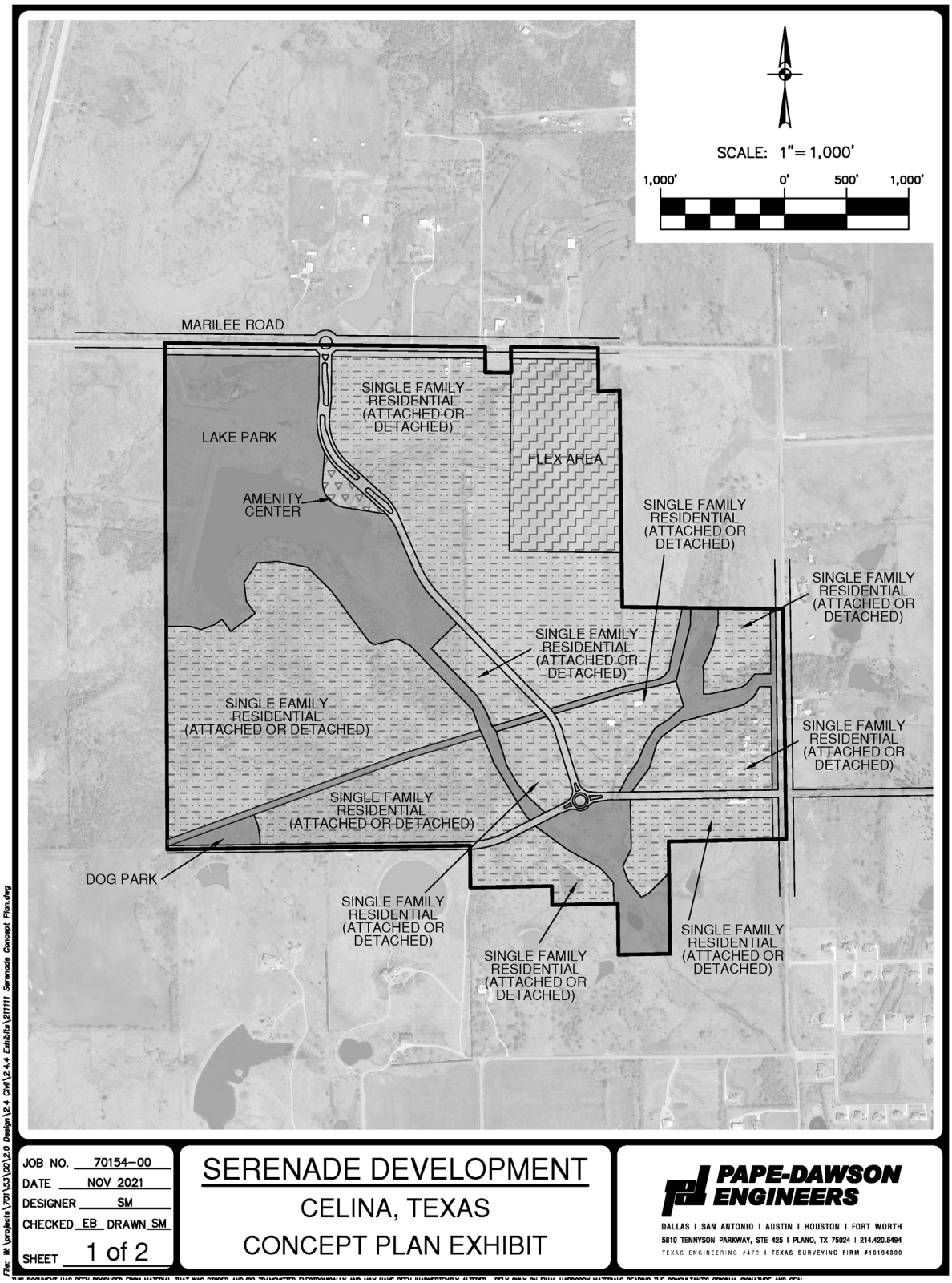
SERENADE DEVELOPMENT
413.88 ACRES
LOCATION MAP
CELINA, TEXAS

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PKWY, STE 425 | PLANO, TX 75024 | 214.420.8494
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

LAND USE SUMMARY	
	SINGLE FAMILY RESIDENTIAL (ATTACHED OR DETATCHED) 265.6 AC.
	FLEX AREA - 30.7AC.
	AMENITY CENTER - 2.1 AC.
	OPEN SPACE - 115.5 AC.
TOTAL	413.9 AC.

Date: Nov 11, 2021, 2:03pm User ID: smedrano
File: W:\projects\701.53\GO\2.0 Design\2.4 Civil\2.4.4 Exhibits\211111 Serenade Concept Plan.dwg

JOB NO. 70154-00
DATE NOV 2021
DESIGNER SM
CHECKED EB DRAWN SM
SHEET 2 of 2

SERENADE DEVELOPMENT
CELINA, TEXAS
CONCEPT PLAN EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING #470 I TEXAS SURVEYING FIRM #10194390

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT D
DEVELOPMENT REGULATIONS

1. Concept Plan. The Property shall generally comply with the Concept Plan, which may be amended in accordance with Section 3.1 of this Agreement; however, single family residential development (attached or detached) shall be permitted at any location shown for development of single family residential or shown as "flex area" on the Concept Plan notwithstanding anything to the contrary in this Agreement or on the Concept Plan. The Concept Plan meets the intent of the City's Comprehensive Plan and Neighborhood Vision Book.

2. Permitted Uses. The base zoning district for "residential" areas shown on the Concept Plan shall be SF-R. The base zoning district for the flex area shown on the Concept Plan shall be SF-R for single family attached or detached development; MF-0 (Horizontal) as defined in Section 3(b) below ("MF-0 Standards") for single family rentals (build to rent); and MF-2 (Urban Edge) or MF-3 (Urban Living) zoning districts (at the land owner's option) for multifamily development. The following uses shall be permitted by right: (a) single family detached residential; (b) single family attached residential, duplex, triplex, and 4-plex; (c) single family rentals (defined as multiple detached dwelling units on a single platted lot known as build-to-rent), which are only permitted in the "flex area" on the Concept Plan; (d) multifamily, which is only permitted in the "flex area" on the Concept plan; (e) parks, open space, amenities, and schools; and (f) all other uses permitted in the base zoning district, as set forth in the City of Celina Comprehensive Zoning Ordinance, as amended from time to time (the "Zoning Ordinance"), which shall be allowed to the same extent such other uses are permitted in the base zoning district (e.g., by right, by specific use permit, subject to specific criteria, and/or subject to conditions). In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control. At full buildout, at least ten percent of all single family detached homes shall be on lots that are 70 feet in width or greater and in addition to that ten percent, at least 40 percent of single family homes shall be on lots that are 50 feet in width or greater, and the remaining single family homes shall be on lots that are 20 feet in width or greater. Except as otherwise provided for the Additional Land and otherwise provided below, a maximum of 1,300 single family attached and detached dwelling units are permitted on the Property. A maximum of 31 acres within the Property may be developed as a flex area, and if the flex area is developed as single family, a maximum of 155 single family attached or detached units are permitted in addition to the 1,300 units described above in this section.

3. Development Standards.

a. Single Family Residential (Attached or Detached). Single family residential dwelling units and duplex, triplex, and 4-plex units shall be developed in accordance with the SF-R, Single- Family Residential Detached base zoning district, as set forth in the Zoning Ordinance, except as follows:

i. The Development Standards Table and notes that accompany it on Attachment 1 to this exhibit shall apply. The lot sizes, setbacks, height, coverage, and dwelling unit size requirements on Attachment 1 are the exclusive such standards applicable to single family attached and detached development.

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ii. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

b. Single Family Rentals (Build to Rent). Single family rentals (also known as build to rent or multifamily horizontal) shall comply with the following standards which are defined herein as the MF-O Standards:

i. The maximum overall density of this use shall not exceed 12 dwelling units per gross acre within the platted lot.

ii. The maximum building height shall be 36 feet and two stories.

iii. Wooden privacy residential fences are permitted within required landscape setbacks, except for landscape setbacks along public right-of-way. Required perimeter trees shall be installed in within landscape setbacks. Yard space may be divided by a six-foot wooden fence or other material of equal or better quality approved by the Director of Development.

iv. A minimum of 1.5 parking spaces shall be required per dwelling unit located anywhere within the platted lot. Garages are not required.

v. All dwelling units shall be constructed of at least 80 percent brick or stone, with the remainder permitted to be stucco or cementitious fiber-board; however, the Director of Development Services may approve deviations from this requirement to allow more cementitious fiber-board or less than 80 percent brick or stone for craftsman architecture or other types of architecture, such as contemporary or modern farmhouse design, if the proposed deviation will not adversely affect adjacent property. This paragraph shall constitute the exclusive building material requirement for single family rentals (build to rent) uses.

vi. No building setback shall apply to this use, although landscape buffer requirements shall apply and may affect building placement.

vii. No maximum lot coverage requirement or floor area ratio limitations shall apply.

viii. This use shall be considered a multifamily uses for purposes of applying the applicable provisions of the Zoning Ordinance.

ix. Alleys are not required for this use.

c. Multifamily. Multifamily uses shall comply with the zoning district regulations applicable to property located in the MF-2 (Urban Edge) or MF-3 (Urban

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Living) zoning districts (at the land owner's option), as set forth in the Zoning Ordinance. Alleys are not required for this use.

4. Parks, Open Space, Trails, and Amenities.

a. Parks and open space areas shall be designated on approved plats and shall generally comply with the City's Master Trail Plan, as modified by the Parks, Open Space, and Trail Plan attached as **Exhibit E**, although no trails shall be required in the floodplain. Trails shall be constructed in phases with each plat as shown on **Exhibit E** and otherwise in accordance with the City Regulations; however, the exact location of trails shown on **Exhibit E** is conceptual and subject to modification at the time of final design and platting, with City approval of final trail locations not to be unreasonably withheld. The trails shown on **Exhibit E** shall consist of a combination of 12-foot wide concrete spine trails and 8-foot wide concrete trails along gas easements and in other locations, as shown on **Exhibit E**. Sidewalks and landscape buffers shall be provided adjacent to arterials and collectors as required by the City Regulations. Park locations shown on **Exhibit E** are intended to be conceptual at this time and shall be finalized at the time of final design and platting, with City approval of the final park locations not to be unreasonably withheld. The City shall maintain all 12-foot wide trails and all trails that are adjacent to a thoroughfare, and the District or a homeowners association shall own and maintain all open space areas and trails designated on approved plats that are not dedicated to the City. If the District is dissolved, all open space areas and trails that were maintained by the District shall thereafter be maintained by the homeowners association. A homeowners association shall own and maintain the pavilion within the open space.

b. With respect to open space, the spirit and intent of the Neighborhood Vision Book must be met with reasonable exceptions taking into consideration the extensive open space provided with the soil conservation pond floodplain.

c. The following amenities are required to be started within 30 days after the date a building permit is issued by the City authorizing construction of the 100th single family attached or detached residence within the Property and completed within 24 months of the start of construction, unless extended by the City Manager with each extension granted by the City Manager to be limited to six months:

i. A pavilion.

ii. A dog park;

iii. Fire pits and/or outdoor grills;

iv. A minimum of two dog waste stations;

v. Trash cans; and

vi. Park signage.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

d. If the amenities described in Section 4(c) are not timely commenced or completed, no new plat for any portion of the Property may be approved until the amenities are completed. If the City Manager denies an extension of the deadline to complete the amenities described in Section 4(c), such denial may be appealed to the City Council.

e. The requirements on this **Exhibit D** are the exclusive requirements for parks, open space, trails, and other amenities, and no other park land dedication, park fee, park improvement, trail, open space, or amenity requirements shall apply to the Property.

5. Tree Preservation. No tree preservation or mitigation requirements shall apply to the Property.

6. Fencing Exhibit. Compliance with the fencing exhibit attached as **Exhibit I** shall be required.

7. Neighborhood Vision Book. Compliance with the Neighborhood Vision Book component of the Zoning Ordinance is required except as modified by these Development Regulations or otherwise approved by the Director of Development, including the following modifications:

a. Entrance signs may exceed sign text size limitations. Front loaded garages shall be allowed to comprise more than 50 percent of the front building elevation.

b. The proposed amenity center improvements shall satisfy minimum shade coverage requirements and amenity center components.

c. At the time of platting, all parks and open space areas shown on a plat shall be located within 1,500 feet of the nearest boundary of a lot intended for a residential use, which shall be the only spacing requirement that applies to parks, open spaces, and residences.

d. The requirement for 600 foot maximum block lengths without a break shall not apply.

e. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

f. The street sections on **Exhibit F** control in the event of a conflict with the parkway width requirements in the Neighborhood Vision Book.

g. An ornamental tree is defined on the City's approved tree list and shall include a Crape Myrtle, a Vitex, and a Redbud, and shall be a minimum size of three inches.

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h. The maximum project sign text requirement of 45 square feet in are and two feet in height does not apply to residential projects.

i. The requirement for variable setbacks to be permitted and encouraged so long as the minimum setbacks are respected, and the maximum setback does not exceed more than 1.5 times the minimum setback, does not apply to residential projects.

j. The requirement that front loaded garages shall not comprise more than 50 percent of the front building elevation does not apply.

k. Amenity centers will include outdoor shaded areas by utilizing a covered porch, a shade pavilion, Sunbrella shade awnings, or any combination of these options, which shall satisfy all Neighborhood Vision Book requirements for shaded areas.

l. In instances where the Neighborhood Vision Book requires trees to be planted in an existing easement that will include sidewalks, trees may be planted in adjacent rear yards in lieu of within the easement if the easement holder will not permit the planting of trees within the easement.

8. Architecture. The Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, as may be amended, consistent with Section 3.2 of this Agreement.

9. Miscellaneous Items. The following modifications to the City Regulations shall apply:

a. Section 3.03, Table 3.4: When determining the downstream assessment, if the existing SCS dam is removed, the City of Celina will consider the pre-existing flows from the development as if the dam was not in place.

b. Section 3.09: The minimum slope within the detention pond shall be four-to-one (4:1) slope.

c. Section 3.11(C), Figure 3.5: A 10-foot access easement shall be on one side of an excavated open channel measured from the edge of channel.

d. Section 6.02(C)**:** The requirement for 4" or (6" in rock) suitable loam topsoil to be furnished and installed in areas behind the curb is waived.

e. Section 10.03.065, Tree Preservation in the ETJ: Tree preservation and tree survey requirements shall be waived.

f. Section 10.03.076(g)(1)(A): Screening around retention/detention ponds and open spaces shall not be required.

g. Section 10.03.081(d)(3)(B): This requirement (related to residential lots adjacent to a park) is waived.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

h. Section 10.03.082(E)(1)(A): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

i. Section 14.02.201(c)(1): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

j. Section 14.02.201(c)(3): Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

k. Section 14.04.107(a)(3): HardiPlank shall be allowed on any structural element above the roofline.

l. Section 14.04.201(e)(1)**:** Tree survey requirements are waived.

m. Section 14.04.204(i)(2): Retention (wet ponds) shall be designed in a manner to be an amenity to the development by providing a 4:1 slope, a large canopy tree for each 75 linear feet of the perimeter, benches, and trash receptacles. Such ponds shall include aeration and a fountain to ensure water quality.

n. Section 14.04.204(i)(3): This requirement (related to safety fencing around the perimeter of a retention/detention pond) is waived.

o. Section 14.04.205 Plant List: The City shall accept the addition of the following plant materials in addition to the items on the City's plant list: Large Canopy Trees: Mexican White Oak and Urbanite Ash; Small Ornamental Tree: Canaert Juniper; Eagleston Holly and Flameleaf Sumac; Screening Shrubs: Chinese Privet, Sunshine Ligustrum, Spirea, and Gulfstream Nandina. An ornamental tree may also include a Crape Myrtle, a Vitex, and a Redbud.

p. Upon release within the Property of any easement held by the Collin County Soil and Water Conservation District, such former easement area shall be regulated as a detention or retention area under the applicable detention/retention regulations pursuant to this Agreement, and the District shall own and maintain such former easement area.

q. Section 10.03.076(a)(4) Escrows: When the Owner constructs a portion of the full section of any Roadway Improvements, the Owner will obtain a bid for the cost for landscaping for the full section, and the Owner will be required to escrow one-half of the bid amount.

r. Section 10.03.076(c)(1)(A), (B), and (C) Minimum Width of Landscape Buffers/Easements: A minimum 10-foot wide landscape easement is required along the internal collector shown on **Exhibit F**. A minimum 20-foot wide landscape buffer is required along the Owner's portion of the Stallcup Boulevard Roadway Improvements. A minimum 40-foot wide landscape buffer is required along the Marilee Road Roadway

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

Improvements.

s. Section 10.03.076(c)(D): The requirement in this section for a 10-foot wide buffer or landscape easement does not apply to the Property.

t. Section 10.03.076(g)(1)(C) Residential Fences Adjacent to Streets: The fencing plan on Exhibit I shall control in the event of a conflict with this section, and the City Manager or his or her designee may approve alternative fencing materials to those shown on **Exhibit I** (including, but not limited to composite or vinyl fencing), in lieu of the materials required by Section 10.03.076(g)(1)(C) to the extent that section applies.

u. Section 10.03.081(d)(3)(G) Blocking Trails from Motor Vehicle Traffic: Removable bollards may be utilized to block vehicular traffic from trails.

v. Section 10.03.081(d)(3)(K) Residential Streets Adjacent to Parks. Streets adjacent to parks and open spaces shall be designed and constructed as typical residential streets with 31 feet of width.

w. Section 14.04.203(c)(6) Streetscape Furniture Colors: Lighter colors may be approved by the City Manager or his or her designee.

x. Master Fee Chart: The Owner may opt to follow either the "Chapter 212 Process" or the "Alternative Process" in the Master Fee Chart.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

Attachment 1 to Exhibit D
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
SF-A	Single Family Attached (villa homesites)	1400	20	70	2	15	12	0	10	5	None	1200	Attached garage product
SF-A	Single Family Attached (villa homesites)	1600	20	80	2	15	12	0	10	5	None	1200	Detached garage product
SF-A	Duplex Triplex 4-Plex	8000	80	100	2	12	12	5	10	5	None	1100	
SF-D1	Single Family Detached (garden homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1200	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one

[1] Buildings shall not be located within 15 feet of the curb on the corner side of the lot.

													side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (paseo homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (cottage homesites) (cluster home)	3150	35	90	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *Product type only allowed when rear yard is adjacent to a park or open space.
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	12	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *
SF-D2	Single Family Detached (courtyard homesites)	4000	50	80	2	8	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	100	2	5	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	100	2	5	20	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D3	Single Family Detached (manor homesites)	6000	60	100	2	4	12	5	10	5	None	2000	
SF-D4	Single Family Detached (chateau homesites)	7000	70	100	2	3.5	12	5	10	5	None	2400	

**The minimum front yard setback for all rear entry homes shall be 12 feet.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

Exception to minimum setback: Minimum side setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

Permitted encroachments into setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

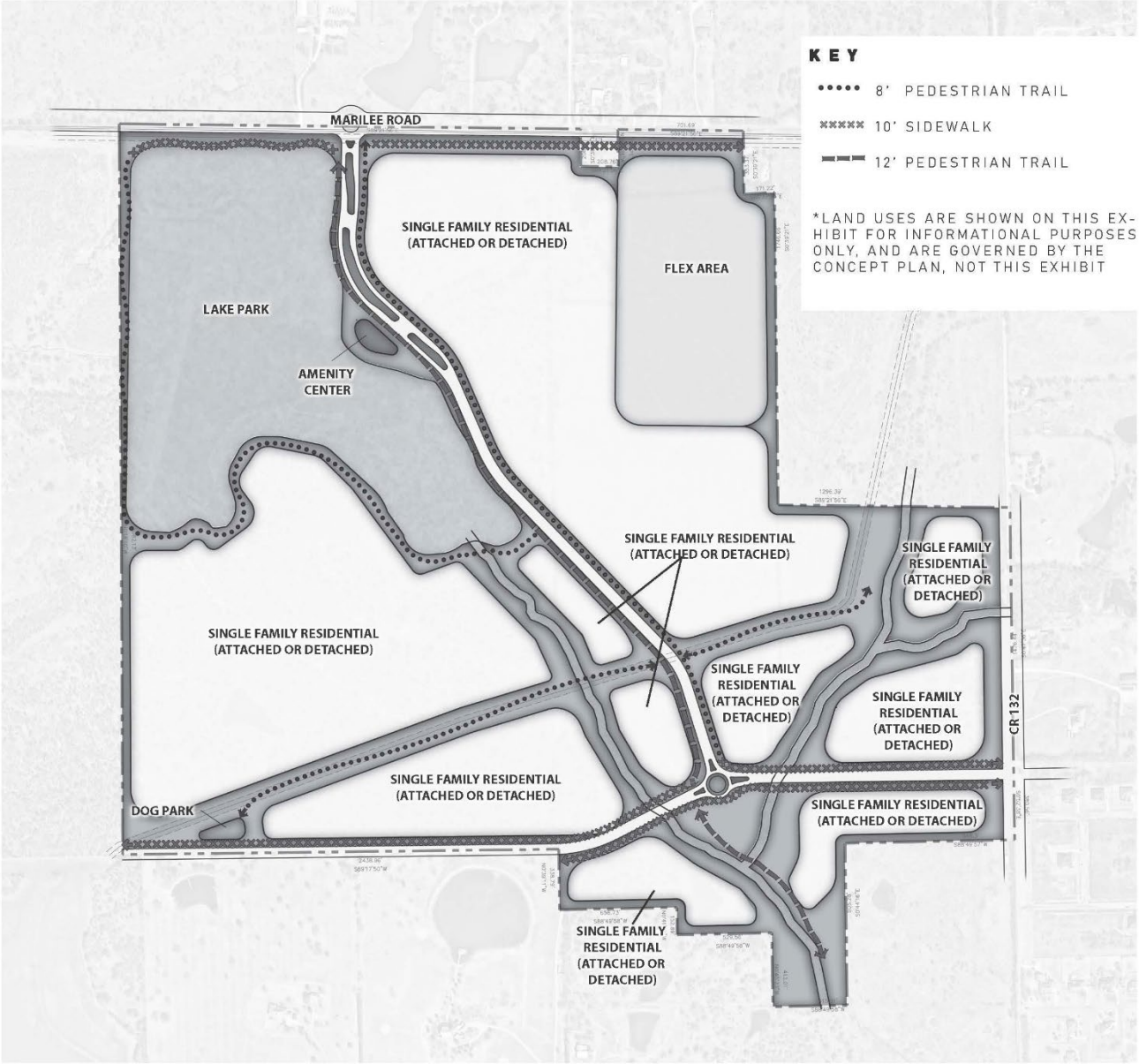
Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot setback and the side with the ten foot setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

A maximum of eight single family attached units may be attached without a building separation.

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT E
OPEN SPACE, PARKS, TRAILS, AMENITIES



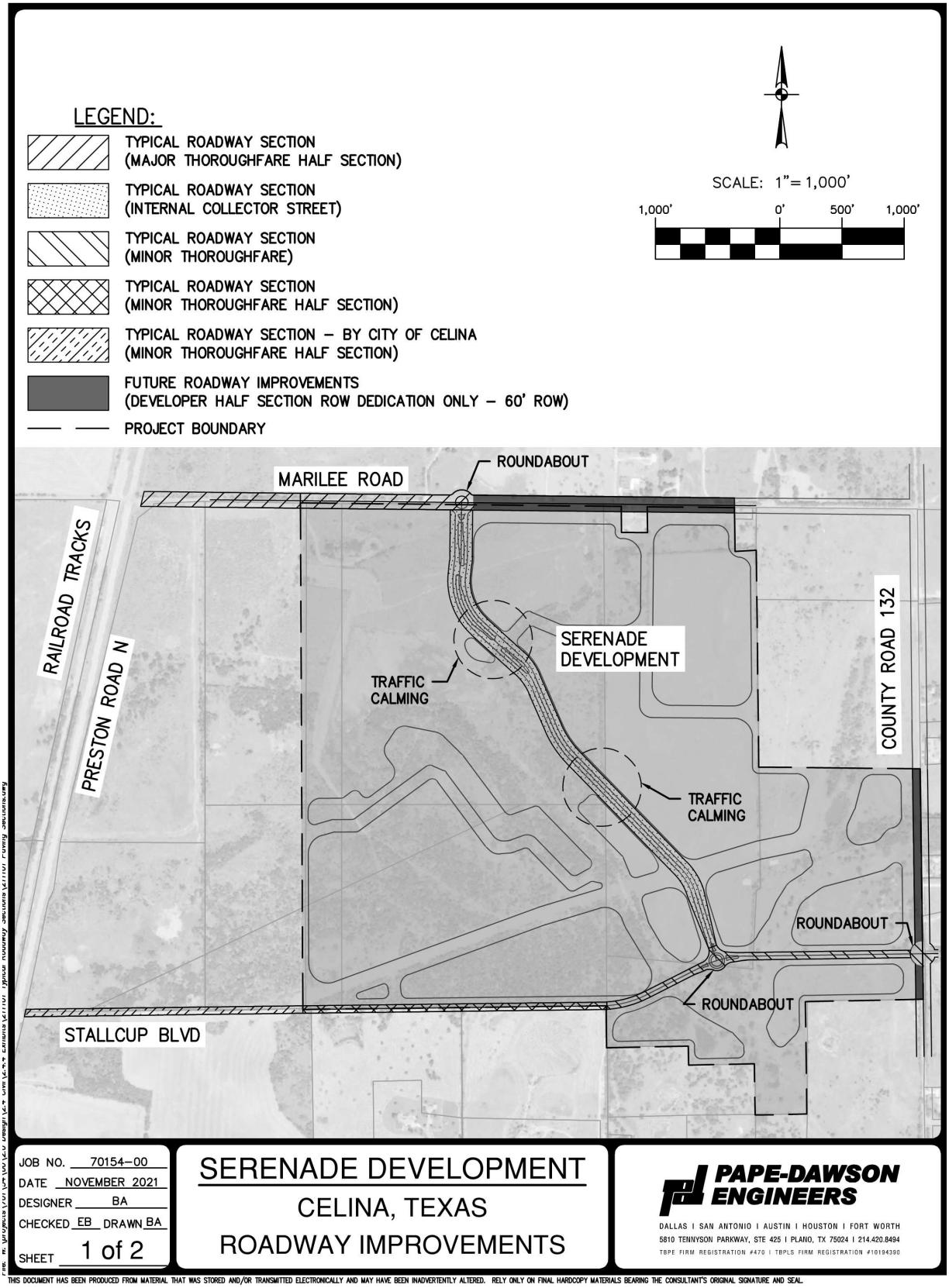
SERENADE: TRAIL LAYOUT PLAN
CELINA | DECEMBER 2021

PLAN VIEW
SCALE: 1"=800'
0 400' 800' 1600'
N

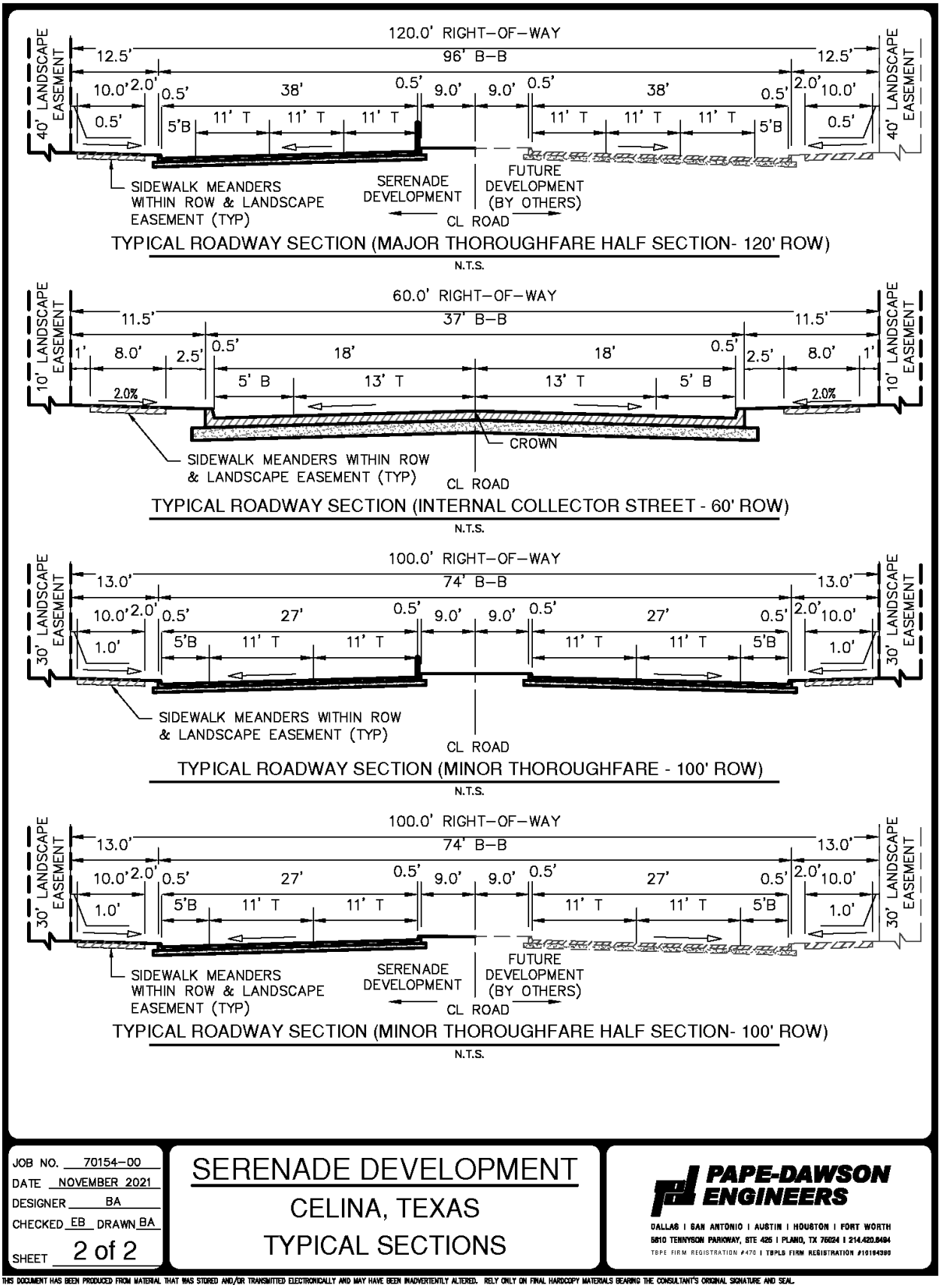
LJA

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT F
ROADWAY IMPROVEMENTS

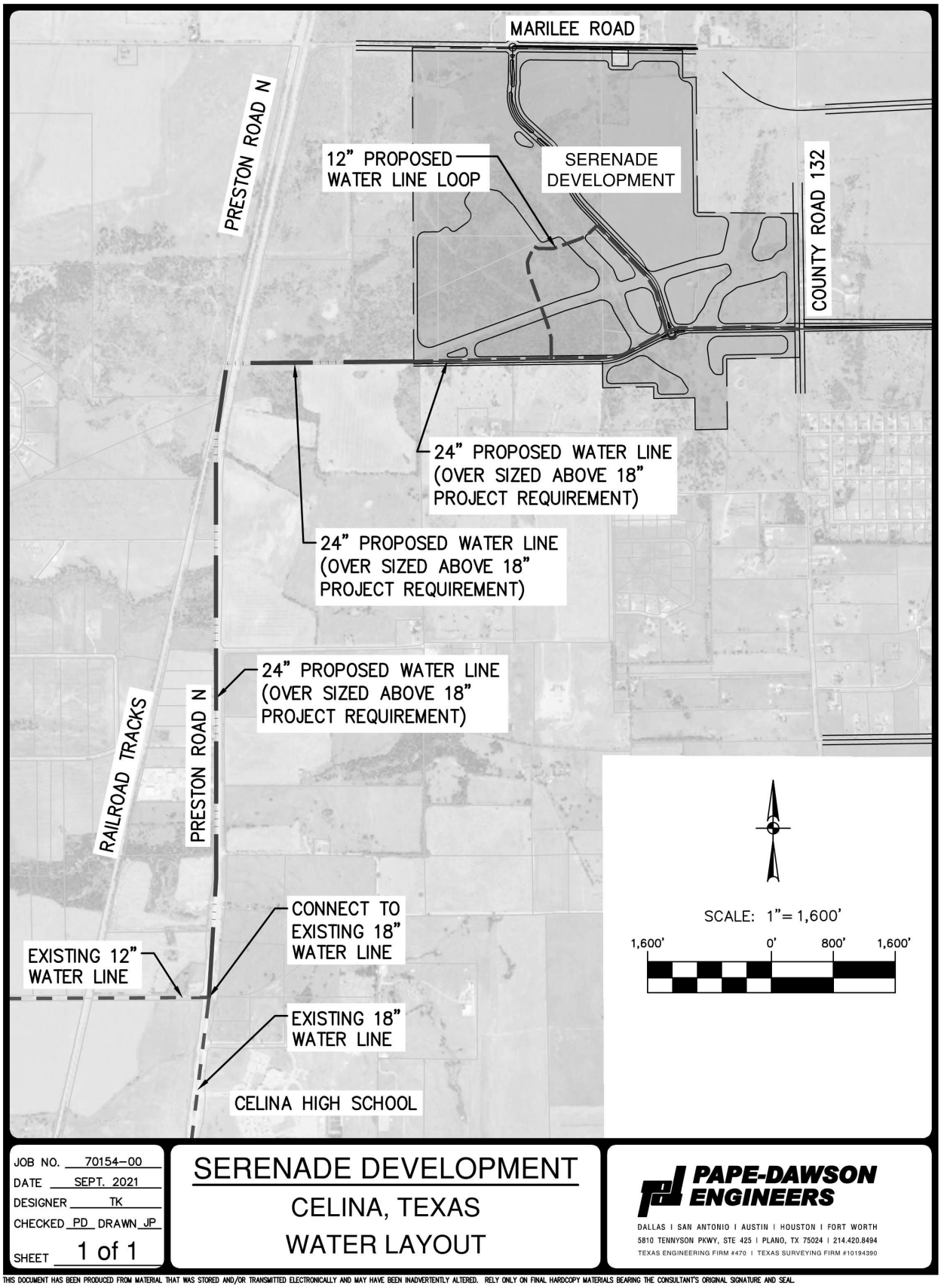


Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)



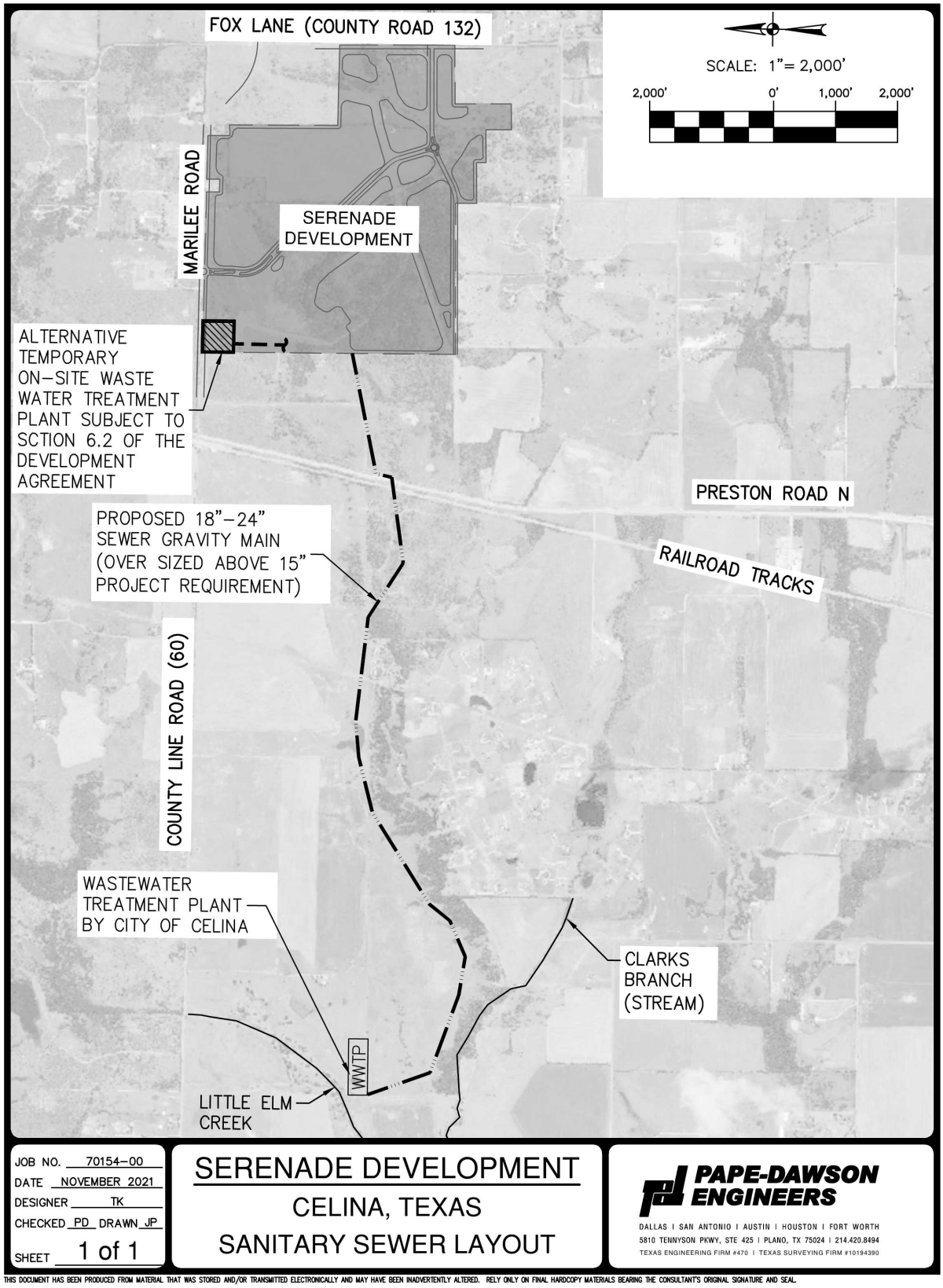
Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT G
WATER IMPROVEMENTS



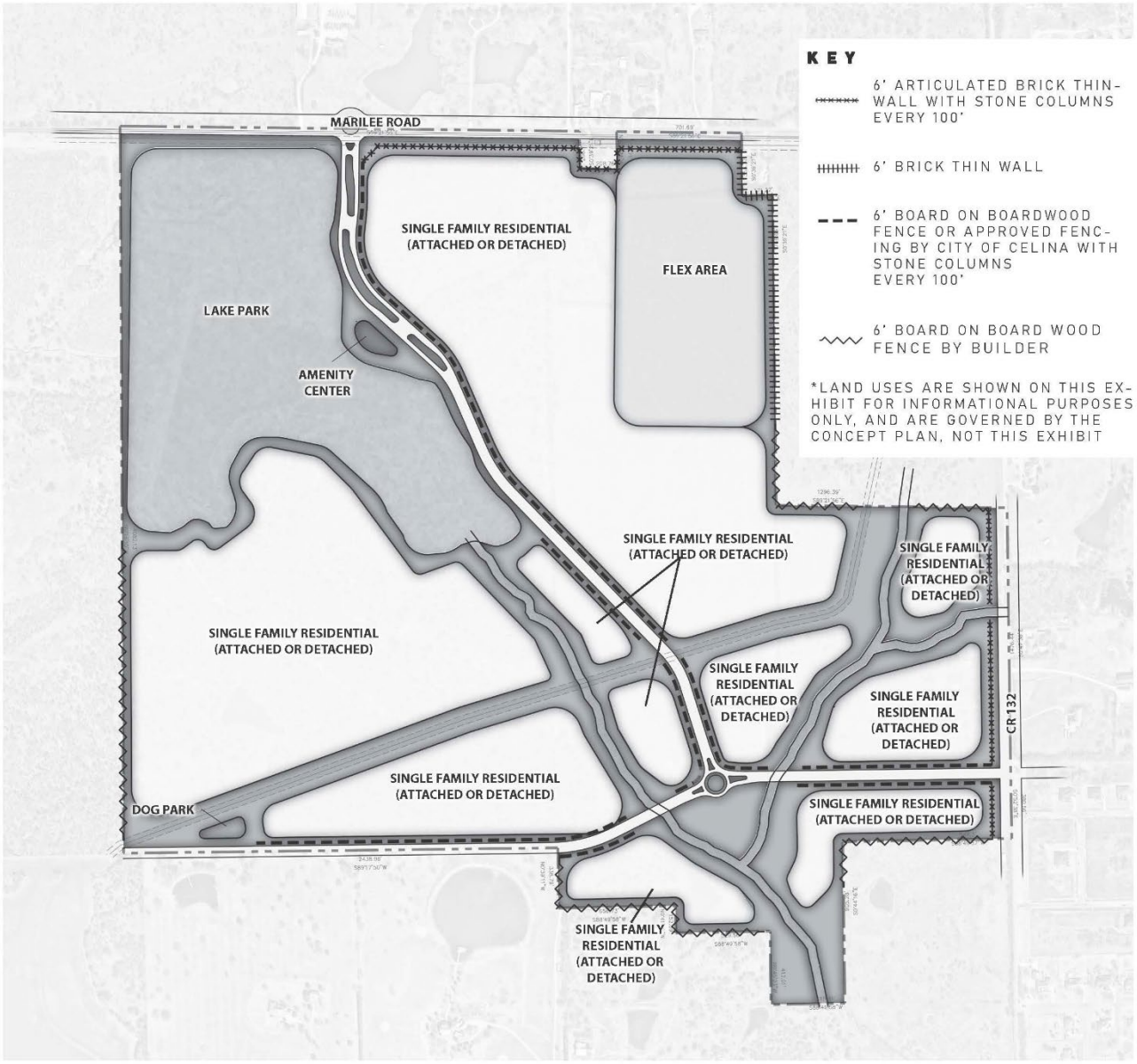
Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT H
SEWER IMPROVEMENTS



Attachment: Draft Development Agreement (Serenade (Huffines Bray) – Development Agreement)

EXHIBIT I
FENCING PLAN



SERENADE: FENCING PLAN
CELINA | DECEMBER 2021

PLAN VIEW
SCALE: 1"=800'

Attachment: Draft Development Agreement (Serenade (Huffines Bray) – 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 Director
CC:	Jason Laumer, City Manager
Date:	January 11, 2022
Re:	LaUna Ranch (Huffines Carter) - Development Agreement

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

Applicant:
HC Hebron 121 Station 1, LLC
8200 Douglas Ave., Ste. 300
Dallas, TX 75225

Background Information:
The property is approximately 667 acres and within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract with this Development Agreement. Please refer to the attached document and the associated Serenade (Huffines Bray) item for further information.

Supporting Documents:
- Location Map
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

E MARILEE RD

STALLCUP BLVD

N PETERMAN PKWY

CARL DARNALL PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Huffines (Carter) Location Map

City of Celina

11/18/2021

N W E S

0 500 1,000 Feet

Attachment: Location Map (LaUna Ranch (Huffines Carter) – Development Agreement)

DEVELOPMENT AGREEMENT
(LaUna)

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and HC Hebron 121 Station 1, LLC, a Texas limited liability company (the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of January 11, 2022 (the "Effective Date").

RECITALS

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

WHEREAS, the Owner owns an approximately 666.163-acre tract of land described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is located wholly within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Owner intends to develop the Property as a planned development with residential and commercial uses (the "Development"); and

WHEREAS, the water, sewer, roads, drainage, and other public infrastructure necessary to serve the full Development (the "Public Infrastructure") are not currently available; and

WHEREAS, on January 11, 2022, the City Council adopted Resolution No. ____ (the "Consent Resolution") consenting to the creation of the LaUna Ranch Municipal Utility District encompassing all of the Property (the "District"); and

WHEREAS, the City has also consented to the addition of land to the District in this Agreement; and

WHEREAS, the Parties intend that the Owner will cause the design, construction, and installation of the Public Infrastructure to occur at Owner's cost, and that the Owner will recover all or a portion of such costs from the proceeds of bonds issued by the District with the City having no responsibility or liability whatsoever for any District bonds; and

WHEREAS, the Marilee Special Utility District or Mustang Special Utility District (hereinafter, both entities and any successor together or individually referred to as "Marilee") holds a water certificate of convenience and necessity ("CCN") for the Property (the "Marilee CCN"); and

WHEREAS, the Owner is seeking the decertification of the Marilee CCN, and the Parties intend for the City to obtain a water CCN over the Property and serve as the retail water provider to the Property; and

WHEREAS, the City holds a sewer CCN for the Property; and

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

WHEREAS, the City intends to rebate all municipal rollback taxes collected by the City from the Property to the Owner pursuant to the terms of this Agreement; and

WHEREAS, the Development will have a significant impact on the local economy, and will substantially increase the taxable value of the Property thereby adding value to the City's tax rolls and maximizing the increase in ad valorem real property taxes to be assessed and collected by the City; and

WHEREAS, the grants provided to the Owner under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the City; and (v) promoting development within the City; and

WHEREAS, the City has an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the City has ensured that the public will receive benefits for the grants provided by imposing on the Owner conditions and performance standards that are prerequisites to the Owner receiving any grant, has established an economic development program pursuant to Section 380.001 of the Texas Local Government Code (the "Program") and authorizes this Agreement as part of the Program; and

WHEREAS, the Owner desires to participate in the Program by entering into this Agreement; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Owner's performance of this Agreement will promote local economic development in the City, stimulate business and commercial activity in the City and benefit the City and its citizens.

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended, Chapter 380, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 45-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

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

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

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

ARTICLE I
REPRESENTATIONS

1.1 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) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute legislative findings by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to do the following: provide for consents related to the District; provide for the annexation of the Property and the terms of annexation; provide for infrastructure for the Property, including the Public Infrastructure; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration pertaining to the entire Property.

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

2.3 Term. This Agreement shall have a 45-year term starting on the Effective Date (the "Term"), except that Section 3.2, and all provisions referenced in Section 3.2, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement.

ARTICLE III
REGULATION OF DEVELOPMENT

3.1 Concept Plan and Development Regulations. Development of the Property shall be subject to the applicable ordinances, rules, regulations, standards, policies, orders, guidelines, master plans, or other City-adopted or City-enforced requirements, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development and comply with the Concept Plan attached as **Exhibit C**, as amended in accordance with this Agreement (the "Concept Plan"), the development regulations attached as **Exhibit D** (the

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

"Development Regulations"), and this Agreement (the "City Regulations"). The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations. Notwithstanding the foregoing, the Owner may amend the Concept Plan without City approval to change the size and location of land use areas shown on the Concept Plan provided that the acreages of multifamily and build-to-rent shown on the original Concept Plan are not increased beyond the acreage caps set forth in the Development Regulations and the acreages of open space, lake, detention, and park areas shown on the original Concept Plan are not decreased. The location of roadways shown on the Concept Plan is conceptual and will be modified and finalized at the time of platting.

3.2 Building Codes, Fire Codes and Building Materials. *As consideration for the Grant, capital recovery fees being reduced and impact fees being waived for the Property, Owner has consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, apply to the Property, 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. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.3 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 4.1 of this Agreement, the Parties agree that the Concept Plan, the Development Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Development Regulations, Concept Plan, and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D**, Section 3.2 of this Agreement, or the City Regulations, including but not limited to zoning, from being enforced against an end-buyer of a final platted lot that is developed.

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

3.4 Platting. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments to the Concept Plan. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the applicable City Regulations.

3.5 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code, and nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the Property on the basis of vested rights or any other cause of action arising under the law, with the exception of the building material regulations referenced in Section 3.2.

3.6 Open Space, Trails, Amenity Center. Open space, trails, and amenities shall be provided as described on **Exhibit E** and in the Development Regulations attached as **Exhibit D**, although exact trail locations are subject to change by the Owner at the time of engineering and final platting provided the final locations are generally consistent with the City's Trail Master Plan. The Director of Development may permit minor modifications to **Exhibit E** that are consistent with the quantity and quality of open space, trails, and amenities shown on the original **Exhibit E**. The Director of Development may permit modifications to the color and material requirements for an amenity center. Construction of an amenity center is required in accordance with Section 4 of the Development Regulations on **Exhibit D**.

3.7 Existing Agricultural Uses. Notwithstanding anything to the contrary in this Article III, the City agrees that Owner may use the Property for all agricultural uses and structures that were permitted on the Property prior to the Effective Date subject only to applicable Collin County regulations for such agricultural uses and structures. In the event of a conflict between this Agreement and the City Regulations, this Agreement shall control.

ARTICLE IV
ANNEXATION

4.1 Annexation.

(a) The City agrees that the Property will not be annexed except pursuant to the Owner's prior written consent subject to the provisions of this Article IV. Within thirty (30) days of being requested to do so by the City, Owner agrees to (a) submit a voluntary annexation petition

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for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"). The City agrees to complete the full purpose annexation of the Petition Property within one (1) year after the date the Owner delivers such written consent to the City Secretary, and further agrees that it will not annex the Property until all of the following conditions precedent to annexation have been fully satisfied: (a) creation of a tax increment financing district that encompasses all of the Property ("TIRZ") pursuant to Chapter 311, Texas Tax Code (the "TIRZ Act") and pursuant to an ordinance that is consistent with the provisions of this Agreement; (b) the approval by the City Council and TIRZ board of directors of a TIRZ development agreement with the Owner pursuant to the TIRZ Act that contains terms consistent with the provisions of this Agreement related to the TIRZ, and which may be assigned by the Owner to the District with notice to the City but without City consent; and (c) adoption of a final project and finance plan by the City Council and TIRZ board of directors pursuant to the TIRZ Act that is consistent with the provisions of this Agreement related to the TIRZ.

(b) The 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 pursuant to the terms of this Agreement. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Petition Property and/or the portion of the Property being annexed pursuant to this section within ten (10) days of being requested to do so. Owner acknowledges and agrees that this Section 4.1 was a material inducement for the City to enter into this Agreement with Owner.

(c) If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

(d) Owner is not required to enter into this Agreement. The annexation procedures described in plain language in this Agreement require the Owner's consent. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

ARTICLE V
FEES

5.1 Fees. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations and comply with State law.

(a) Single Family Residential. No capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against single family residential development on the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) roadway capital recovery fees of $5,500 per single family residential dwelling unit ($2,500 of each such fee to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); (iii) water

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capital recovery fees of $4,400 per single family residential dwelling unit ($2,000 of each such fee to be to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); and (iv) wastewater capital recovery fees of $5,200 per single family residential dwelling unit ($2,500 of each such fee to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt). Roadway, water, and wastewater capital recovery fees shall each escalate by an additional $500 per single family attached or detached residential dwelling unit upon reaching the ten-year anniversary of the Effective Date and then every fifth anniversary of the first escalation thereafter, all of which additional amounts shall be retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

(b) Single Family Rentals, Multi-family, Non-residential and Retail. Park fees, water, wastewater, impact fees, tap fees, and meter fees, and roadway fees paid in connection with single family rental development, multi-family development, and non-residential development shall be collected by the City, and 50 percent of each fee collected by the City shall be paid to the Owner, with the remainder of each fee retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

5.2 Emergency Sirens. The Owner agrees to pay the City a fee in the amount of $55,000 to be used by the City to purchase and install one emergency warning siren on the Property prior to the issuance of a building permit authorizing the 1,000th dwelling unit within the Property, and a second fee in the amount of $55,000 to be used by the City to purchase and install an additional emergency warning siren on the Property prior to the issuance of a building permit authorizing the 2,000th dwelling unit within the Property. Such fees shall be the only emergency siren fees required to be paid in connection with the development or use of the Property.

5.3 Technology Fees and Educational Foundation Fees. No technology fees or educational foundation fees shall be required to be paid in connection with the development or use of the Property.

ARTICLE VI
RETAIL WATER AND SEWER SERVICE; PUBLIC INFRASTRUCTURE

6.1 Water Service. Prior to the City's annexation of the Property, the Owner shall take one of the following actions, or cause the District to take one of the following actions at no cost to the City: (a) cause the Property located in Marilee's CCN to be decertified from Marilee's CCN and pay the compensation required to Marilee in order for the City to provide water service to the Property which decertification may be done in whole or in part as the Property develops; or (b) if the Owner is unable to decertify Marilee's CCN over the Property, make payment to the City of 50% of the amount necessary for the City to purchase Marilee's CCN for the Property pursuant to that certain Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between the City and Marilee, and the City shall be responsible for funding the remaining 50% of

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such cost. To the extent the Owner funds such costs, the Owner may seek reimbursement from the District. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the Owner's and/or the District's obligations to (a) compensate Marilee for a decertification of Marilee's CCN or compensate the City for 50% of the City's acquisition of Marilee's CCN; and (b) pay for and construct the Public Infrastructure. Within 180 days following either the Marilee CCN decertification (including compensation of Marilee by the Owner) or payment to the City of 50% of the CCN purchase amount all as described above, the City shall amend its CCN to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water service provider to the Property.

6.2 Sewer Service. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. The City agrees that capacity to serve the Development shall be created by construction of a new City-owned and operated wastewater treatment plant to serve the Property and other property in the same sewer basin and at the location shown on **Exhibit H** (the "New Plant"). The City agrees to upgrade the New Plant with sufficient capacity to serve the full development of the Property, as contemplated by this Agreement, upon the Owner giving the City at least eighteen (18) month's prior written notice of the need for the New Plant to be upgraded to serve the Development. If the New Plant is not operational and able to serve the Development or any portion thereof, City agrees to pump and haul wastewater from the Development at the City's sole cost until such time as the New Plant is operational and able to serve the full Development. Based upon the foregoing and subject to the City satisfying its obligations to complete the New Plant and provide retail wastewater service to the Development pursuant to this section, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider for all new development on the Property. Within thirty (30) days of receiving a written request from Owner, the City will provide to Owner or Owner's designee a "will serve" letter confirming it will provide capacity to serve the Development of the Property. In addition, this Agreement shall serve as a "will serve" letter confirming the City's willingness to provide capacity to serve the Development of the Property pursuant to the terms of this Agreement. Nothing herein shall prohibit the Owner or the District from seeking a discharge permit to allow a new treatment plant to be constructed by the District to serve the Property, or prohibit the Owner from seeking decertification of the City as the retail wastewater provider, in the event the City is unable or unwilling to provide retail wastewater service for all or any portion of the Development.

6.3 Public Infrastructure.

(a) Standards. The Owner or the District will fund the cost of all Public Infrastructure improvements necessitated by the development of the Property, and shall have a right to all of the capacity in all utility improvements funded by the Owner or the District. Such improvements will be constructed in phases as the Property is developed. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the 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; however, dry utilities may be in an easement separate from the right-of-way (wet utilities may be located within the right-of-way). The size of the Public Infrastructure shall be as finally determined by the City's engineer, however,

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if the City requires oversizing of any improvements to serve land outside of the boundaries of the Property, the City shall be solely responsible for the up front funding of the incremental increase in all cost associated with such improvements related to increasing the capacity of such improvements (the "Oversizing Costs"). Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The City shall have the right to inspect, at any time, the construction of all water, wastewater, roadway, and storm water Public Infrastructure, which such Public Infrastructure, except as otherwise expressly provided for in this Agreement, shall be designed, constructed, and inspected in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of such Public Infrastructure shall be as required by the City Regulations.

(b) Inspections, Acceptance of Public Infrastructure. From and after the inspection, approval, and acceptance by the City of the water, wastewater, drainage, and roadway Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City and City shall maintain and operate the accepted Public Infrastructure, or any portion thereof. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement. Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Regulations, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations

(c) ROW Dedication. All right-of-way will be dedicated in the manner required by the City Regulations subject to Section 6.4.

6.4 Right-of-Way and Roadway Improvements.

(a) Except as otherwise provided in this Section 6.4, the Owner shall, by plat or as requested by the City and at no cost to the City, dedicate to the City, right-of-way for the on-site thoroughfares shown on **Exhibit F**, in accordance with the City Regulations, including the City's adopted thoroughfare plan, as well as the right-of-way needed for the portion of the perimeter thoroughfares to be constructed by the Owner as shown on **Exhibit F**, in phases as final plats are approved contiguous to such thoroughfares.

(b) The Owner shall design and construct the improvements described on **Exhibit F** (the "Roadway Improvements"), excluding Roadway Improvements on **Exhibit F** that are identified as the City's responsibility, in phases as final plats are approved contiguous to such roadways unless such improvements have already been constructed by the City or a third party. At the time determined necessary by the City, in its sole discretion, the City agrees to construct a two-lane section of Stallcup Boulevard that includes a bridge, as shown on **Exhibit F**, at its sole cost , and agrees that the Owner shall not be obligated to construct or fund said bridge. No building

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permit or other development approval shall be denied on the basis that the bridge has not been constructed.

(c) With the exception of the Roadway Improvements, the Owner shall not be required to construct or fund any thoroughfare improvements.

(d) The Owner agrees to escrow one-half of the estimated cost to construct median related improvements for the portion of Stallcup Boulevard and the portion of Carl Darnall shown on **Exhibit F** to the extent such improvements cannot be completed when the Owner constructs its proportionate share of such Roadway Improvements, including the median cost as well as median street lights and median landscaping.

6.5 Water Infrastructure. The Owner shall design and construct the proposed water improvements depicted on **Exhibit G** (the "Water Improvements") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any water line that exceeds 18 inches in size unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site water improvements not shown on **Exhibit G**. If the City constructs any of the Water Improvements prior to the Owner's construction of such improvements, the Owner shall pay the City for the Owner's proportionate share of the cost of such improvements prior to recording a final plat that connects to such improvements.

6.6 Wastewater Infrastructure. Except as otherwise provided by Section 6.2, the Owner shall design and construct the proposed wastewater improvements depicted on **Exhibit H** (the "Wastewater Improvements") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any wastewater line that exceeds the size needed for the development of the Property unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site wastewater improvements not shown on **Exhibit H**.

6.7 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees

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with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. In addition, the District may exercise the power of eminent domain to acquire rights-of-way, consents, or easements, if any, required for the Public Infrastructure.

6.8 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Owner shall install, or caused to be installed, within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Owner shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

6.9 Fire Station Site. The Owner agrees to dedicate to the City a minimum two-acre site within the Property for use as a fire station, elevated water storage, or both, which site shall be at a location mutually approved by the Parties. When the Owner final plats adjacent to such site, the Owner shall dedicate such site to the City by separate instrument prior to the adjacent final plat being recorded. The site shall be dedicated to the City in fee simple with a deed restriction restricting the use of the site to a fire station and elevated water storage.

6.10 School Site. The Owner agrees to dedicate to the Celina Independent School District, by separate instrument, a minimum 12-acre site within the Property to build an elementary school at the location generally shown on the Concept Plan when the portion of the Property adjacent to such site is final platted. The site shall be dedicated to the school district in fee simple with (a) reverter language causing ownership of the site to automatically revert to the Owner if the no elementary school building is completed on the dedicated site within ten years after the date the City accepts the Public Infrastructure that will serve the school site; and (b) a deed restriction restricting the use of the site to an elementary school, which deed restriction automatically terminates if ownership of the site reverts to the Owner.

6.11 Transfer of Warranties. Any Public Infrastructure that is transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

ARTICLE VII
TIRZ

7.1 The City shall create the TIRZ before the Property is annexed. Upon creation, the TIRZ term will be the longer of a term that (i) expires 35 years after the recording of the last final plat for any portion of the Property, or (ii) the date that is the last date the last series of District bonds required to fund full development of the Property is paid or, (iii) if no District bonds are issued, the date that the Owner is reimbursed for all amounts required to fund full development of the property that would be eligible for reimbursement if the District had issued bonds. The City's TIRZ creation ordinance shall confirm the City's TIRZ participation rate at an amount equal to twenty cents per $100 of assessed value from ad valorem real property taxes collected by the City

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from the Property (or an equivalent amount from any other legally permitted sources), unless the City modifies or revokes any of the District Consents (as defined in this Agreement), at which time the City's TIRZ participation will increase to an amount equal to 100 percent of the ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources). TIRZ revenue may fund any cost eligible for funding pursuant to the TIRZ Act, including costs for public infrastructure and economic development grants. TIRZ revenue may be pledged to the repayment of District debt. Following creation of the TIRZ and approval by the City of the TIRZ final project plan and finance plan, the Owner and the City will enter into a TIRZ agreement that obligates the City to reimburse the Owner from TIRZ revenue for all amounts expended to fund public improvements required for full development of the Property the costs of which are not reimbursed from the District's net bond proceeds. The City agrees to pay to either the Owner or the District, at the Owner's option, all TIRZ revenue described above for the TIRZ term described in this paragraph. If requested by the City, the Owner agrees to provide documentation that no TIRZ costs have been reimbursed from District bond proceeds unless TIRZ revenue was pledged to the District bonds the proceeds of which are being paid to the Owner. Documentation shall be in the form of an independent accounting firm's "agreed upon procedures report."

7.2 Except for TIRZ revenue pledged to the repayment of District bonds as provided in Section 7.1 pursuant to a TIRZ reimbursement agreement, no conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance shall be made by the Owner or any successor or assignee of the Owner of this Agreement, a 380 grant, or any other TIRZ reimbursement agreement, 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. A conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance may only be made by the Owner or any successor or assignee of the Owner of or related to payments received pursuant to this Agreement, a 380 grant, or any TIRZ reimbursement agreement as security for or the payment of bonds or other securities issued by any entity other than the City if, after a request by the Owner to the City, the City declines to issue bonds secured by such revenues.

ARTICLE VIII
CHAPTER 380 GRANT OF ROLLBACK TAXES

8.1 As consideration for the Owner's consent to the voluntary annexation of the Property, and in accordance with Chapter 380 of the Texas Local Government Code, the City agrees to pay to the Owner an amount equal to 100 percent of all municipal rollback taxes collected by the City from the Property, excluding any penalties and interest charged for late payment, within 90 days after such tax revenue is collected (the "Grant"). As a condition to receiving the Grant, the Owner shall be in compliance with the requirements of this Agreement at the time the City is required to pay the Grant pursuant to this paragraph.

8.2 The Grant payable by the City to the Owner is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City but is payable only from funds of the City authorized by the Program and Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. Payment of the Grant is subject to the City's receipt of funds from municipal rollback taxes collected by the

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City from the Property consistent with the terms of Section 8.1. This Article VIII shall expressly survive the expiration or termination of this Agreement.

ARTICLE IX
DISTRICT

9.1 Consent to District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City further consents to (a) an expansion of the authority of the District (by petition to and approval of the TCEQ or otherwise) to include road powers pursuant to Section 54.234, Texas Water Code, as amended; and (b) to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended. If more than one district is created, the City further consents to divisions of the districts and to boundary adjustments among the districts in the form of exclusions and additions of land within the Property, so long as the number of acres in the District, or any other district consented to in the paragraph, does not exceed an additional 100 acres, for a maximum total of 766.163 acres.

9.2 Consent to District Annexation of Land. The City consents to the District's annexation of a maximum of 100 acres of land located outside of the Property, provided, however, such land must be annexed into the City for full purposes before the District annexes such land into the District's boundaries and the maximum acres set forth in Section 9.1 is not exceeded.

9.3 Consent Resolutions; Other Documents. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution, including, but not limited to, an additional consent ordinance or resolution in substantially the same form as the one approved on the Effective Date if requested by the TCEQ or reasonably necessary for creation of the District at the time application is made for District creation.

9.4 No Limitation of Powers. Nothing in this Agreement is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such District.

9.5 Full Satisfaction. The consents contained in this article and in the Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City so long as Owner is in full compliance with the terms of this Agreement and not in breach of this agreement or by any action of the City Council without the prior written approval of Owner; (c) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents Owner would not have entered into this Agreement; and (d) with the understanding that the City has relied on

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this Agreement to City's material detriment and but for this Agreement City would not have provided the District Consents.

9.6 Dissolution. The City agrees that it will not take any action that will have the effect of abolishing or dissolving the District until ninety percent (90%) of the developable portion of the Property has been developed with water, sanitary sewer and roads and the District has issued its bonds to fully reimburse the Owner for such infrastructure, to the extent not being reimbursed from another funding mechanism and as allowed under the then current rules of the TCEQ.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

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

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

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

(e) The City shall not assign this Agreement.

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

10.3 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.

10.4 Limitation on Assignment. Except as otherwise provided in Article VII and except for an assignment of a TIRZ agreement by Owner to the District, no conveyance, transfer, assignment, mortgage, pledge, grant or other encumbrance shall be made by the Owner, Owner Assignee, or any successor or assignee of the Owner of this Agreement, any Chapter 380 agreement, the Grant, the capital recovery fees payments, or any TIRZ agreement 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.

ARTICLE XI
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, with the exception of Article III and the Development Regulations, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end buyer of a fully developed and improved lot.

11.2 Releases. From time to time upon the written request of the Owner, the City and Owner shall execute, in recordable form, a mutual release of this Agreement, which shall be for at least 100 acres, if the Owner's obligations and City's obligations under this Agreement have been

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satisfied, subject to the continued application of the Development Regulations. The Owner shall pay the City $1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

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

ARTICLE XII
ADDITIONAL PROVISIONS

12.1 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 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: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

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

With a copy to:
Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

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To the Owner:	HC Hebron 121 Station 1, LLC Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, TX 75225 E-mail: pwh@huffinescommunities.com TEL: (214) 526-3000 FAX: (214) 750-5900
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail:misty.ventura@svlandlaw.com TEL: (214)328-1101 FAX: (800) 519-3768

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

12.2 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 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. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 45 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 45 day period (a) stating that the Party cannot cure the alleged failure within 45 days after receipt of written Notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 45 days after the initial written Notice of the alleged failure has been given.

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

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

(b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other

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tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair the current or future obligations of the City to provide water or sewer service or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or

(d) entitle the aggrieved Party to seek or recover exemplary damages; or

(e) adversely affect or impair the effectiveness or validity of the District Consents; or

(f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or

(g) adversely affect or impair rights of the Owner or the District to receive TIRZ payments, capital recovery fee, meter fee, or impact fee payments, or Chapter 380 grant funds pursuant to the terms of this Agreement; or

(h) allow the City to annex the Property except as expressly authorized by this Agreement; or

(i) limit the Term.

12.4 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement. THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER. 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.

12.5 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES,

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REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

(d) THIS SECTION 12.5 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.6 **THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

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

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION 12.6, WAIVES (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THE OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF AMENDMENTS TO THE CITY REGULATIONS, ENACTED AFTER THE EFFECTIVE DATE, TO THE PROPERTY VIOLATES ANY STATE OR FEDERAL LAW, SO LONG AS SUCH CLAIM DOES NOT RELATE TO ANY EXPRESS OBLIGATION OF OWNER SET FORTH IN THIS AGREEMENT.

(C) THIS SECTION 12.6 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

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12.8 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and to the extent provided by law, and that the performance by the Parties under this Agreement, as to the Property, is authorized by Section 212.172 of the Texas Local Government Code.

12.9 Entire Agreement; Severability.

(a) 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, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties; provided, however, upon written notice to the City, the Owner may amend this Agreement to add 100 acres of land located in the City's ETJ to this Agreement without any further City approval required, which additional land shall become part of the defined term "Property" (the "Additional Land"). The Additional Land must be owned by the Owner or its affiliate, and a memorandum of the amendment, including the legal description of the Additional Land and an updated Concept Plan showing the Additional Land, shall be recorded in the real property records of Collin County by the Owner. The Additional Land must be developed in accordance with the City Regulations, including the Development Regulations applicable to single family, except that a maximum of ten percent of the area included in the Additional Land may be developed with single family attached or detached residential, multi-family, or single family rentals (build to rent) products that comply with the City Regulations applicable to such uses. Additional single family units are permitted on the Additional Land not to exceed five units for each acre of Additional Land.

(b) 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.

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

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

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

12.13 No Third-Party Beneficiaries. Except as provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. The District shall be a third-party beneficiary entitled to enforce this Agreement. With the exception of the District, 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.

12.14 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes and an associated construction trailer may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes and the associated construction trailers permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Development Regulations or the City Regulations; (e) do not require any permit or other approval by the City; and (f) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes and the associated construction trailers permitted by this Agreement shall, however, be subject to all permits or approvals otherwise required by the County; and the City agrees to cooperate in good faith to assist Owner in obtaining such permits and approvals and in obtaining water, sewer, and utility service for such homes.

12.15 Water Wells. Water wells may be drilled within the Property for the sole purpose of providing irrigation water; subject, however, to all applicable rules and regulations of Collin County (if any) and the TCEQ. Water wells may not be used to provide potable water.

12.16 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no Structure, other than manufactured housing authorized by this Agreement, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement.

12.17 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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12.18 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or 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:

(a) https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf;

(b) https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

(c) https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

12.19 Form 1295. Submitted herewith is a completed Form 1295 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 Owner, 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 Parties 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 Owner; and, neither the City nor its consultants have verified such information.

12.20 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge

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to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

12.21 Employment of Undocumented Workers. During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.8.C. Section 1324a (f), the Owner shall repay the Chapter 380 grant payments received by the Owner from the City and granted herein within 120 days after the date the Owner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

12.22 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section

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250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Open Space, Parks, Trails, Amenities
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Sewer Improvements
Exhibit I	Fencing Plan

12.24 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

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

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

CITY OF CELINA, TEXAS
the "City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
David Amsler, Assistant City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____ ___, 2022, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of Texas

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THE OWNER:

HC Hebron 121 Station 1, LLC, a Texas limited liability company

By: HC Operating, L.P., its Managing Member
By: HC Operating G.P., LLC, its General Partner

By: _____
Phillip Huffines, Managing Director

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ ____, 2022, by _____, the managing director of HC Operating GP, LLC, the general partner of HC Operating, LP, the managing member of HC Hebron 121 Station 1, LLC, on behalf of said Texas limited liability company.

___ _____
Notary Public in and for the State of Texas

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EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the Edwin Rightman Survey, Abstract Number 750 and the John H. Wilson Survey, Abstract Number 964, Collin County, Texas and being all of those certain 9 Parcels described in deed to Thomas J. Carter, Jr. and Nancy O'B. Carter Family Limited Partnership, as recorded in County Clerk's Filing Number 20150827001083840, Official Public Records, Collin County, Texas, said Parcels being described in County Clerk's Filing Numbers 20020307000345140 (562.084 acres), 20021022001532840 (34.405 acres), and 20021022001532850 (63.938 acres) as recorded in the Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap found at the southwest corner of said called 562.084 acre tract, said iron being in the approximate centerline of County Road No. 135 (an existing fenced Right-of-Way) and also being the southeast corner of that certain called 50.668 acre tract of land described by deed to Timothy Earl Berry as recorded in Volume 1831, Page 176, Official Public Records, Collin County, Texas;

THENCE N 02°20'58"W, a distance of 2642.22 feet (previously recorded as N 01°4'34"W, 2642.22 feet) along the common line of the west line of said called 562.084 acre tract and the east line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set, from which a 1/2 inch iron rod found bears S 81°12'23"W, 2.74 feet;

THENCE N 88°39'27"W, a distance of 116.59 feet (previously recorded as N 87°52'07"W, 116.59 feet) along the north line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set in the east line of Block A, Wild Wood Estates, as recorded in County Clerk's Filing Number 20150120000062590, Official Public Records, Collin County, Texas;

THENCE N 01°06'19"W, a distance of 1577.08 feet (previously recorded as N 01°12'37"W, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Wild Wood Estate to a 1/2 inch iron rod found, being the northeast corner of said Wild Wood Estates and the southeast corner of Highland Crossing, as recorded in County Clerk's Filing Number 20190418010001810 (Volume 2019, Page 300), Official Public Records, Collin County, Texas;

THENCE N 01°01'42"W, a distance of 1062.81 feet (previously recorded as N 01°07'00"E, 1062.81 feet, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Highland Crossing to a 5/8 inch iron rod found, being the northeast corner of said Highland Crossing and the southeast corner of that certain called 63.9 acre tract of land described by deed to magnum Estates LLC, as recorded in County Clerk's Filing Number 20170605000723310, Official Public Records, Collins County, Texas, and also being the southwest corner of the aforementioned called 34.405 acre tract;

THENCE N 01°18'28"W, a distance of 1070.57 feet (previously recorded as N 00°34'20"W, 1071.06 feet) along the common line of the west line of said called 34.405 acre tract and the east line of said called 63.9 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found,

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being an angle point in the west line of said called 34.405 acre tract and being the northeast corner of said called 63.9 acre tract and the southeast corner of that certain called 104.812 acre tract of land described by deed to Celina CR 138, LP, as recorded in County Clerk's Filing Number 20090105000003450, Official Public Records, Collin County, Texas;

THENCE N 01°08'25"W, a distance of 869.34 feet (previously Recorded as N 00°24'16"W, 869.50 feet) along the common line of the west line of said called 34.405 tract and the east line of said called 104.812 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found at an angle point in said common line;

THENCE N 02°23'11"W, a distance of 740.72 feet (previously recorded as N 01°39'30"W, 740.88 feet) continuing along said common line to a 1/2 inch iron rod with cap found, being the northwest corner of said called 34.405 acre tract;

THENCE N 86°50'18"E, a distance of 109.10 feet (previously recorded as N 87°34'26"E, 109.10 feet) along the north line of said called 34.405 acre tract to a Mag Nail set in the approximate centerline of County Road 138 (an existing fenced Right-of-Way);

THENCE S 66°27'15"E, a distance of 56.17 feet (previously recorded as S 65°43'07"E, 56.17 feet) continuing along said north line and with said County Road 138 to a Mag Nail set;

THENCE N 87°29'51"E, a distance of 134.38 feet (previously recorded as N 88°12'19"E, 134.87 feet) continuing along said north line and with said County Road 138 to P.K. Nail found, being the northeast corner of said called 34.405 acre tract and the northwest corner of that certain called 65.553 acre tract of land described in deed to Mesquoakee Rand, LLC, as recorded in County Clerk's Filing Number 20160106000409780, Official Public Records, Collin County, Texas;

THENCE S 01°32'47"E, a distance of 2230.40 feet (previously recorded as S 00°48'40"E, 2231.18 feet) along the common line of the east line of said called 34.405 acre tract and the west line of said called 65.553 acre tract to a 1/2 inch iron rod found at an "L" corner in said common line;

THENCE N 88°54'39"E, continuing along said common line, at 1298.13 feet pass a 5/8 inch iron rod with cap stamped "Peloton" found, in all a total distance of 1413.46 feet (previously recorded as N 89°38'10"E, 1413.44 feet) to a point in the approximate centerline of Honey Creek, being the northeast corner of said called 34.405 acre tract and the southeast corner of said called 65.553 acre tract, also being in the westerly line of that certain called 53.98 acre tract of land described by deed to Mesquoakee Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THE following courses and distances along the approximate centerline of said Honey Creek, the east line of said called 34.405 acre tract and the west line of said called 53.98 acre tract:

S 28°29'15"E, a distance of 22.49 feet to a point (previously recorded as S 27°10'42"E, 21.87 feet);

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S 64°28’57”E, a distance of 42.27 feet to a point (previously recorded as S 63°44’49”E, 42.27 feet);

N 69°11’19”E, a distance of 85.97 feet to a point (previously recorded as N 69°55’27”E, 85.97 feet);

N 89°15’52”E, a distance of 23.40 feet to a point (previously recorded as EAST, 23.40 feet);

S 24°27’51”E, a distance of 20.94 feet to a point (previously recorded as S 23°43’43”E, 20.94 feet);

S 15°38’44”W, a distance of 59.70 feet to a point (previously recorded as S 16°22’52”W, 59.70 feet);

S 26°06’33”E, a distance of 39.32 feet to a point (previously recorded as S 25°22’25”E, 39.32 feet);

S 81°46’26”E, a distance of 36.01 feet to a point (previously recorded as S 81°02’18”E, 36.01 feet);

N 58°28’28”E, a distance of 95.25 feet to a point (previously recorded as N 59°18’36”E, 95.25 feet) ;

N 89°15’52”E, a distance of 22.92 feet to a point (previously recorded as EAST, 22.92 feet);

S 26°43’09”E, a distance of 98.28 feet to a point (previously recorded as S 25°59’01”E, 98.28 feet);

S 00°08’35”W, a distance of 98.08 feet to a point (previously recorded as S 00°08’35”W, 98.08 feet);

S 51°21’56”W, a distance of 98.25 feet to a point (previously recorded as S 51°21’56”W, 98.25 feet);

S 14°06’19”W, a distance of 110.82 feet to a point, (previously recorded as S 14°39’33”W, 111.76 feet) being in the north property line of the aforementioned called 562.084 acre tract and being the southwest corner of said called 53.98 acre tract;

THENCE N 88°00’00”E, a distance of 147.64 feet (previously recorded as N 88°43’58”E, 147.64 feet) along the north line of said called 562.084 acre tract to a point near the centerline of a secondary creek branch;

THENCE S 84°28’20”E, a distance of 228.93 feet (previously recorded as S 84°00’51”E, 229.51 feet) continuing along said north line to a 1/2 inch iron rod found, being the southwest corner of

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that certain called 22.63 acre tract of land described by deed to Mesquoakee Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THENCE S 85°37'14"E, a distance of 370.57 feet (previously recorded as S 84°50'41"E, 369.68 feet) departing the south line of said called 23.63 acre tract and continuing along said north line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE N 73°42'57"E, a distance of 85.20 feet (previously recorded as N 74°25'50"E, 85.80 feet) continuing along said north line to a 1/2 inch iron rod found;

THENCE N 87°45'14"E, a distance of 221.96 feet (previously recorded as N 88°33'50"E, 221.20 feet) continuing along said north line to a 5/8 inch iron rod with cap stamped "Peloton" found in the south line of the aforementioned called 23.63 acre tract;

THENCE N 87°20'06"E, a distance of 499.80 feet (previously recorded as N 88°06'02"E, 500.00 feet) along the common line of the north line of said called 562.084 acre tract and the south line of said called 23.63 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found;

THENCE N 89°00'09"E, a distance of 1799.78 feet (previously recorded as N 89°44'02"E, 1800.00 feet) continuing along said common line to a point from which a P. K. Nail found in the approximate centerline of County Road Number 136 (an existing fenced Right-of-Way) bears N 79°51'55"E, 4.63 feet;

THENCE S 01°00'52"E, a distance of 3061.97 feet (previously recorded as S 00°17'43"E, 3061.97 feet) along the east line of said called 562.084 acre tract and said County Road Number 136 centerline to a 60D Nail found;

THENCE S 03°38'36"W, a distance of 61.47 feet (previously recorded as S 19°41'44"W, 85.29 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 18°51'11"W, a distance of 85.11feet (previously recorded as S 05°53'36"W, 62.08 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 06°26'53"W, a distance of 50.97 feet (previously recorded as S 07°14'16"W, 50.97 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 01°13'17"E, a distance of 770.87 feet (previously recorded as S 00°32'56"W, 770.86 feet) continuing along said east line and said centerline to a P. K. Nail found, being the most northerly southeast corner of said called 562.084 acre tract and the northeast corner of the aforementioned 63.938 acre tract;

THENCE S 05°02'43"E, a distance of 648.67 feet (previously recorded as S 04°24'19"E. 648.96 feet) along the east line of said called 63.938 acre tract and continuing along said centerline to a 1/2 inch iron rod found;

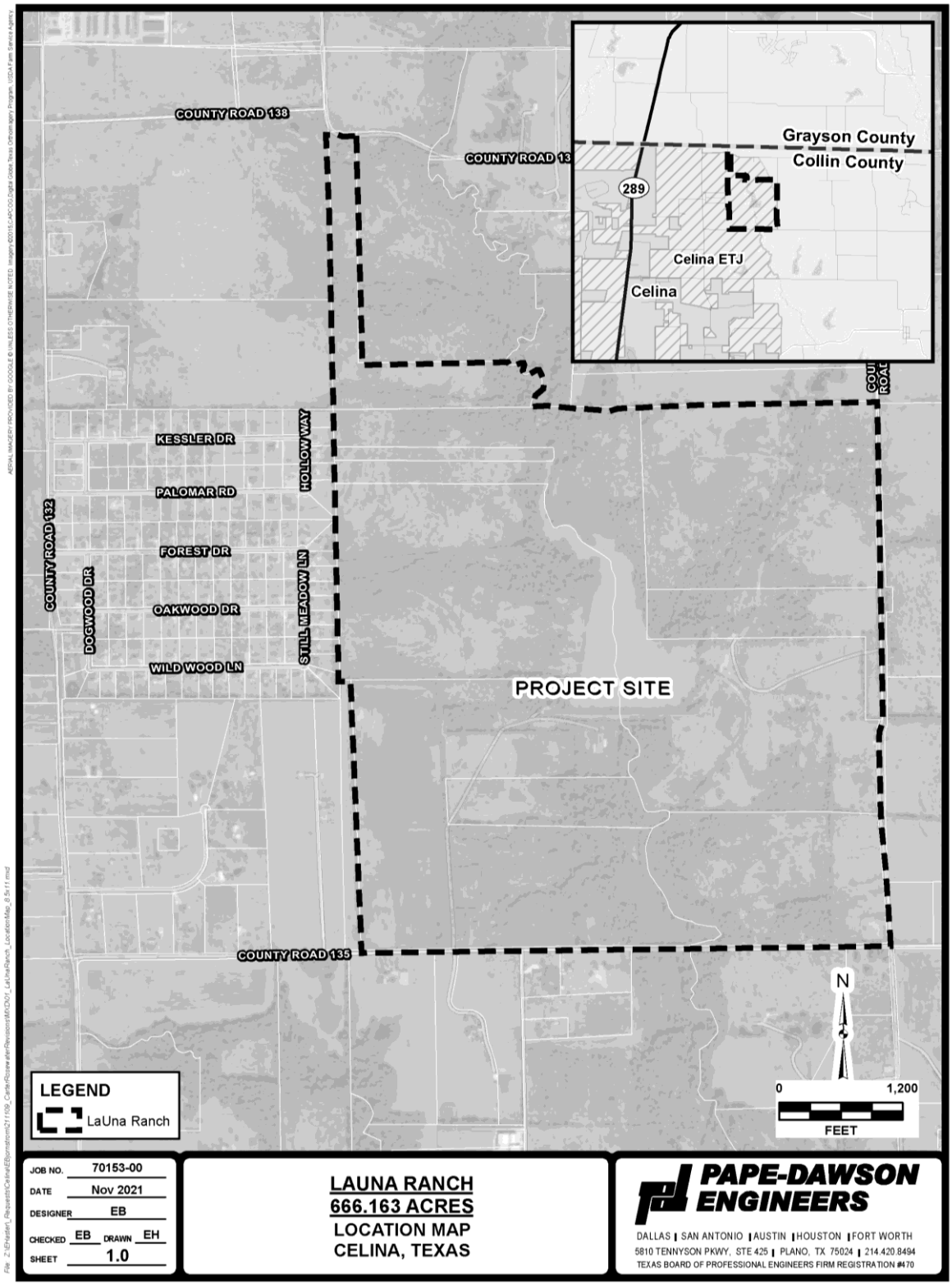
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THENCE S 03°50’11”E, a distance of 626.47 feet (previously recorded as S 03°07’17”E, 626.14 feet) continuing along said east line and said centerline to a 1/2 inch iron rod with yellow cap found, being the southeast corner of said called 63.938 acre tract and being at the approximate centerline intersection of County Road Number 135 and 136;

THENCE S 89°16’04”W, a distance of 5143.73 feet (previously recorded as West) along the approximate centerline of said County Road Number 135 returning to the Point of Beginning and containing 29,018,048 square feet or 666.163 acres of land, more or less.

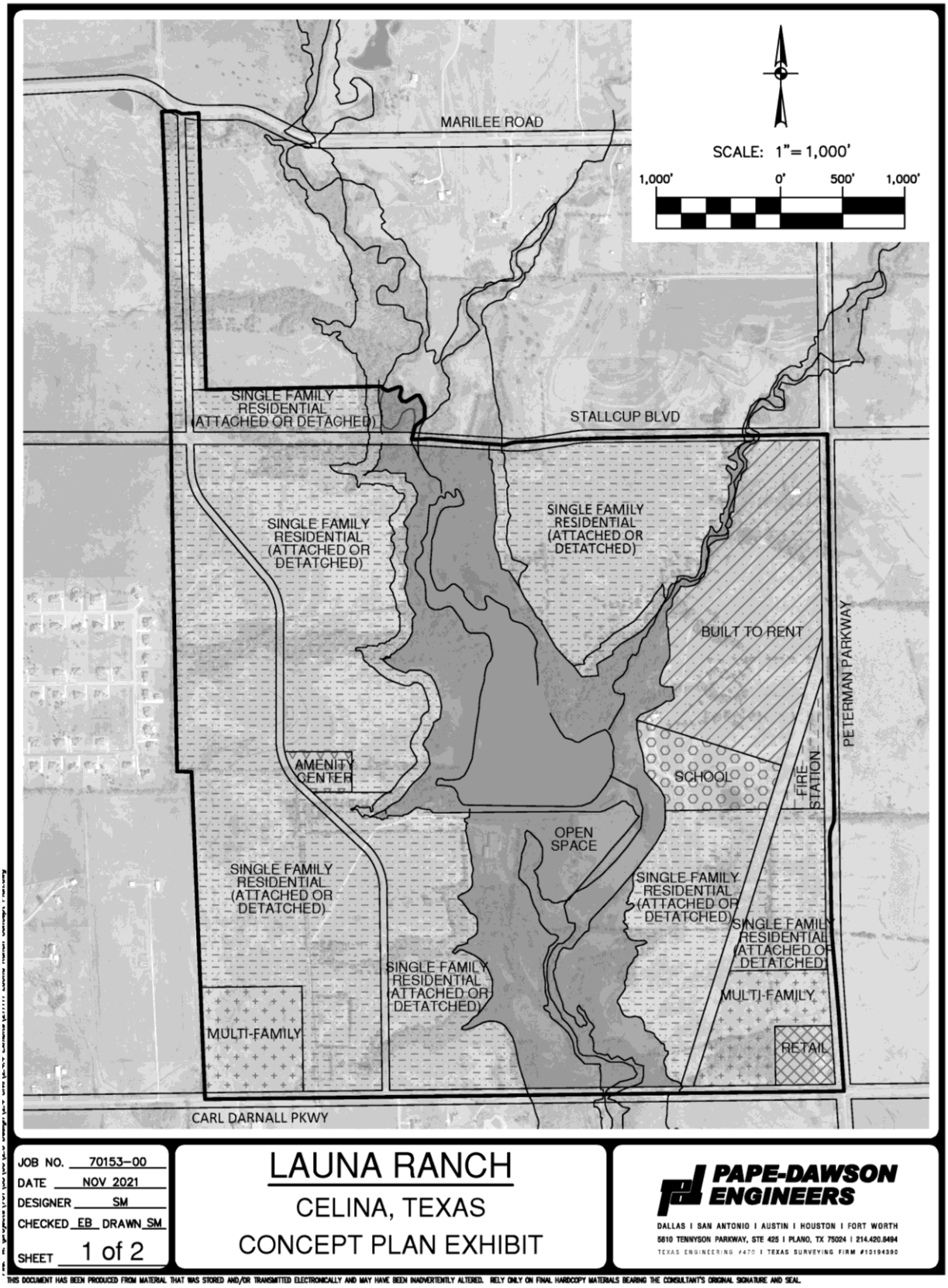
Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

EXHIBIT B
PROPERTY DEPICTION



Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

LAND USE SUMMARY

	SINGLE FAMILY RESIDENTIAL (ATTACHED OR DETATCHED) 391.5 AC.
	MULTI-FAMILY - 31.2 AC.
	BUILT TO RENT - 54.9 AC.
	SCHOOL - 12.0 AC.
	RETAIL - 5.1 AC.
	AMENITY CENTER - 3.4 AC.
	FIRE STATION - 4.3 AC.
	OPEN SPACE - 163.7 AC.
TOTAL	666.1 AC.

JOB NO. 70153-00
DATE NOV 2021
DESIGNER SM
CHECKED EB DRAWN SM
SHEET 2 of 2

LAUNA RANCH
CELINA, TEXAS
CONCEPT PLAN EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING #470 I TEXAS SURVEYING FIRM #10194390

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

File: N:\projects\70153\00\20 Design\24 CAD\24.4 Exhibits\211111 Launa Ranch Concept Plan.dwg

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EXHIBIT D
DEVELOPMENT REGULATIONS

1. Concept Plan. The Property shall generally comply with the Concept Plan, which may be amended in accordance with Section 3.1 of this Agreement; however, single family detached residential development shall be permitted at any location shown for development of any type of residential use on the Concept Plan notwithstanding anything to the contrary in this Agreement or on the Concept Plan. The Concept Plan meets the intent of the City's Comprehensive Plan and Neighborhood Vision Book.

2. Permitted Uses. The base zoning district for "residential" areas shown on the Concept Plan shall be SF-R. Multi-family development is only permitted in the "flex area" shown on the Concept Plan, and the base zoning district for "multi-family" development shall be MF-2 (Urban Edge) or MF-3 (Urban Living) zoning districts (at the land owner's option). Single family rentals (build-to-rent) are only permitted in the "flex area" shown on the Concept Plan and shall comply with MF-0 (Horizontal) as defined in Section 3(b) below ("MF-0 Standards"). Non-residential development is permitted in the "retail" area shown on the Concept Plan, and the base zoning district for that type of development and for a elementary school use shall be C, Commercial, Office, & Retail zoning district. The following uses shall be permitted by right: (a) single family detached residential; (b) single family attached residential, duplex, triplex, and 4-plex; (c) single family rentals (defined as multiple detached dwelling units on a single platted lot known as build-to-rent); (d) multifamily; (e) parks, open space, amenity centers, and schools; and (f) all other uses permitted in each base zoning district referenced above, as set forth in the City of Celina Comprehensive Zoning Ordinance, as amended from time to time (the "Zoning Ordinance"), which shall be allowed to the same extent such other uses are permitted in the base zoning district (e.g., by right, by specific use permit, subject to specific criteria, and/or subject to conditions). In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control. At full buildout, at least ten percent of all single family detached homes shall be on lots that are 70 feet in width or greater and in addition to that ten percent, at least 40 percent of single family homes shall be on lots that are 50 feet in width or greater, and the remaining single family homes shall be on lots that are 20 feet in width or greater. Except as otherwise provided for the Additional Land and otherwise provided below, a maximum of 1,800 single family attached and detached dwelling units are permitted on the Property. A maximum of 32 acres within the Property may be developed with multifamily, or in lieu of multifamily, this acreage may be developed with an additional 160 single family units, which are in addition to all other permitted single family units. A maximum of 55 acres within the Property may be developed with single family rentals (build-to-rent), or in lieu of single family rentals with an additional 275 single family units, which are in addition to all other permitted single family units. A minimum of six acres within the Property may be developed with "retail" development as shown on the Concept Plan.

3. Development Standards.

a. Single Family Residential (Attached or Detached). Single family residential dwelling units and duplex, triplex, and 4-plex units shall be developed in accordance with the SF-R, Single- Family Residential Detached base zoning district, as set forth in the Zoning Ordinance, except as follows:

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i. The Development Standards Table and notes that accompany it on Attachment 1 to this exhibit shall apply. The lot sizes, setbacks, height, coverage, and dwelling unit size requirements on Attachment 1 are the exclusive such standards applicable to single family attached and detached development.

ii. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

b. Single Family Rentals (Build to Rent). Single family rentals (also known as build to rent or multifamily horizontal) shall comply with the following standards which are defined herein as the MF-O standards:

i. The maximum overall density of this use shall not exceed 12 dwelling units per gross acre within the platted lot.

ii. The maximum building height shall be 36 feet and two stories.

iii. Wooden privacy residential fences are permitted within required landscape setbacks, except for landscape setbacks along public right-of-way. Required perimeter trees shall be installed in within landscape setbacks. Yard space may be divided by a six-foot wooden fence or other material of equal or better quality approved by the Director of Development.

iv. A minimum of 1.5 parking spaces shall be required per dwelling unit located anywhere within the platted lot. Garages are not required.

v. All dwelling units shall be constructed of at least 80 percent brick or stone, with the remainder permitted to be stucco or cementitious fiber-board; however, the Director of Development Services may approve deviations from this requirement to allow more cementitious fiber-board or less than 80 percent brick or stone for craftsman architecture or other types of architecture, such as contemporary or modern farmhouse design, if the proposed deviation will not adversely affect adjacent property. This paragraph shall constitute the exclusive building material requirement for single family rentals (build to rent) uses.

vi. No building setback shall apply to this use, although landscape buffer requirements shall apply and may affect building placement.

vii. No maximum lot coverage requirement or floor area ratio limitations shall apply.

viii. This use shall be considered a multifamily uses for purposes of applying the applicable provisions of the Zoning Ordinance.

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ix. Alleys are not required for this use.

c. Multifamily. Multifamily uses shall comply with the zoning district regulations applicable to property located in the MF-2 (Urban Edge) or MF-3 (Urban Living) zoning districts (at the land owner's option), as set forth in the Zoning Ordinance. Alleys are not required for this use.

4. Parks, Open Space, Trails, and Amenities.

a. Parks and open space areas shall be designated on approved plats and shall generally comply with the City's Master Trail Plan, as modified by the Parks, Open Space, and Trail Plan attached as **Exhibit E**. Trails shall be constructed in phases with each plat as shown on **Exhibit E** and otherwise in accordance with the City Regulations; however, the exact location of trails shown on **Exhibit E** is conceptual and subject to modification at the time of final design and platting, with City approval of final trail locations not to be unreasonably withheld. The trails shown on **Exhibit E** shall consist of a combination of 12-foot wide concrete spine trails and 8-foot wide concrete trails along gas easements and in other locations, as shown on **Exhibit E**. Sidewalks and landscape buffers shall be provided adjacent to arterials and collectors as required by the City Regulations. Park locations shown on **Exhibit E** are intended to be conceptual at this time and shall be finalized at the time of final design and platting, with City approval of the final park locations not to be unreasonably withheld. The City shall maintain all 12-foot wide trails and all trails that are adjacent to a thoroughfare, and the District or a homeowners association shall own and maintain all open space areas and trails designated on approved plats that are not dedicated to the City. If the District is dissolved, all open space areas and trails that were maintained by the District shall thereafter be maintained by the homeowners association. A homeowners association shall own and maintain the amenity center.

b. With respect to open space, the spirit and intent of the Neighborhood Vision Book must be met with reasonable exceptions taking into consideration the extensive open space provided with the soil conservation pond floodplain.

c. The following amenities are required to be started within 30 days after the date a building permit is issued by the City authorizing construction of the 100th single family attached or detached residence within the Property and completed within 24 months of the start of construction, unless extended by the City Manager with each extension granted by the City Manager to be limited to six months:

i. A minimum 2,500 square foot air conditioned amenity center building that includes a swimming pool, playground, bathrooms, shade structure, fire pits, grills, and sitting areas.

ii. A dog park;

iii. Fire pits and/or outdoor grills;

iv. A minimum of two dog waste stations;

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v. Trash cans; and

vi. Park signage.

d. A splash pad/spray park shall be constructed with the first phase of development to occur on eastern half of the Property.

e. If the amenities described in Section 4(c) are not timely commenced or completed, no new plat for any portion of the Property may be approved until the amenities are completed. Completion of any amenity centers by Owner shall be evidenced by a certificate of occupancy form the City. If the City Manager denies an extension of the deadline to complete the amenity center described in Section 4(c), such denial may be appealed to the City Council.

f. The requirements on this **Exhibit D** are the exclusive requirements for parks, open space, trails, and other amenities, and no other park land dedication, park fee, park improvement, trail, open space, or amenity requirements shall apply to the Property.

5. Tree Preservation. No tree preservation or mitigation requirements shall apply to the Property.

6. Fencing Exhibit. Compliance with the fencing exhibit attached as **Exhibit I** shall be required.

7. Neighborhood Vision Book. Compliance with the Neighborhood Vision Book component of the Zoning Ordinance is required except as modified by these Development Regulations or otherwise approved by the Director of Development, including the following modifications:

a. Entrance signs may exceed sign text size limitations. Front loaded garages shall be allowed to comprise more than 50 percent of the front building elevation.

b. The proposed amenity center improvements shall satisfy minimum shade coverage requirements and amenity center components.

c. At the time of platting, all parks and open space areas shown on a plat shall be located within 1,500 feet of the nearest boundary of a lot intended for a residential use, which shall be the only spacing requirement that applies to parks, open spaces, and residences.

d. The requirement for 600 foot maximum block lengths without a break shall not apply.

e. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served

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by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

f. The street sections on **Exhibit F** control in the event of a conflict with the parkway width requirements in the Neighborhood Vision Book.

g. An ornamental tree is defined on the City's approved tree list and shall include a Crape Myrtle, a Vitex, and a Redbud, and shall be a minimum size of three inches.

h. The maximum project sign text requirement of 45 square feet in are and two feet in height does not apply to residential projects.

i. The requirement for variable setbacks to be permitted and encouraged so long as the minimum setbacks are respected, and the maximum setback does not exceed more than 1.5 times the minimum setback, does not apply to residential projects.

j. The requirement that front loaded garages shall not comprise more than 50 percent of the front building elevation does not apply.

k. Amenity centers will include outdoor shaded areas by utilizing a covered porch, a shade pavilion, Sunbrella shade awnings, or any combination of these options, which shall satisfy all Neighborhood Vision Book requirements for shaded areas.

l. In instances where the Neighborhood Vision Book requires trees to be planted in an existing easement that will include sidewalks, trees may be planted in adjacent rear yards in lieu of within the easement if the easement holder will not permit the planting of trees within the easement.

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8. Architecture. The Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, as may be amended, consistent with Section 3.2 of this Agreement

9. Miscellaneous Items. The following modifications to the City Regulations shall apply:

a. Section 3.03, Table 3.4: When determining the downstream assessment, if the existing SCS dam is removed, the City of Celina will consider the pre-existing flows from the development as if the dam was not in place.

b. Section 3.09: The minimum slope within the detention pond shall be four-to-one (4:1) slope.

c. Section 3.11(C), Figure 3.5: A 10-foot access easement shall be on one side of an excavated open channel measured from the edge of channel.

d. Section 6.02(C)**:** The requirement for 4" or (6" in rock) suitable loam topsoil to be furnished and installed in areas behind the curb is waived.

e. Section 10.03.065, Tree Preservation in the ETJ: Tree preservation and tree survey requirements shall be waived.

f. Section 10.03.076(g)(1)(A): Screening around retention/detention ponds and open spaces shall not be required.

g. Section 10.03.081(d)(3)(B): This requirement (related to residential lots adjacent to a park) is waived.

h. Section 10.03.082(E)(1)(A): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

i. Section 14.02.201(c)(1): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

j. Section 14.02.201(c)(3): Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

k. Section 14.04.107(a)(3): HardiPlank shall be allowed on any structural element above the roofline.

l. Section 14.04.201(e)(1)**:** Tree survey requirements are waived.

m. Section 14.04.204(i)(2): Retention (wet ponds) shall be designed in a

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manner to be an amenity to the development by providing a 4:1 slope, a large canopy tree for each 75 linear feet of the perimeter, benches, and trash receptacles. Such ponds shall include aeration and a fountain to ensure water quality.

n. Section 14.04.204(i)(3): This requirement (related to safety fencing around the perimeter of a retention/detention pond) is waived.

o. Section 14.04.205 Plant List: The City shall accept the addition of the following plant materials in addition to the items on the City's plant list: Large Canopy Trees: Mexican White Oak and Urbanite Ash; Small Ornamental Tree: Canaert Juniper; Eagleston Holly and Flameleaf Sumac; Screening Shrubs: Chinese Privet, Sunshine Ligustrum, Spirea, and Gulfstream Nandina. An ornamental tree may also include a Crape Myrtle, a Vitex, and a Redbud.

p. Section 4.02(l)(1) Maximum Block Length: The maximum block length may be increased from 1,000 feet to up 1,200 feet if a traffic calming engineering requirements are satisfied in connection with such increase.

q. Section 10.03.076(a)(4) Escrows: When the Owner constructs a portion of the full section of any Roadway Improvements, the Owner will obtain a bid for the cost for landscaping for the full section, and the Owner will be required to escrow one-half of the bid amount.

r. Section 10.03.076(c)(1)(A), (B), and (C) Minimum Width of Landscape Buffers/Easements: A minimum 10-foot wide landscape easement is required along the internal collector shown on **Exhibit F**. A minimum 20-foot wide landscape buffer is required along the Owner's portion of the Stallcup Boulevard Roadway Improvements. A minimum 40-foot wide landscape buffer is required along the Marilee Road Roadway Improvements.

s. Section 10.03.076(c)(D): The requirement in this section for a 10-foot wide buffer or landscape easement does not apply to the Property.

t. Section 10.03.076(g)(1)(C) Residential Fences Adjacent to Streets: The fencing plan on Exhibit I shall control in the event of a conflict with this section, and the City Manager or his or her designee may approve alternative fencing materials to those shown on **Exhibit I** (including, but not limited to composite or vinyl fencing), in lieu of the materials required by Section 10.03.076(g)(1)(C) to the extent that section applies.

u. Section 10.03.081(d)(3)(G) Blocking Trails from Motor Vehicle Traffic: Removable bollards may be utilized to block vehicular traffic from trails.

v. Section 10.03.081(d)(3)(K) Residential Streets Adjacent to Parks. Streets adjacent to parks and open spaces shall be designed and constructed as typical residential streets with 31 feet of width.

w. Section 14.04.203(c)(6) Streetscape Furniture Colors: Lighter colors may be approved by the City Manager or his or her designee.

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

x. Master Fee Chart: The Owner may opt to follow either the "Chapter 212 Process" or the "Alternative Process" in the Master Fee Chart.

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

Attachment 1 to Exhibit D
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
SF-A	Single Family Attached (villa homesites)	1400	20	70	2	15	12	0	10	5	None	1200	Attached garage product
SF-A	Single Family Attached (villa homesites)	1600	20	80	2	15	12	0	10	5	None	1200	Detached garage product
SF-A	Duplex Triplex 4-Plex	8000	80	100	2	12	12	5	10	5	None	1100	
SF-D1	Single Family Detached (garden homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1200	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one

[1] Buildings shall not be located within 15 feet of the curb on the corner side of the lot.

													side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (paseo homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (cottage homesites) (cluster home)	3150	35	90	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *Product type only allowed when rear yard is adjacent to a park or open space.
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	12	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *
SF-D2	Single Family Detached (courtyard homesites)	4000	50	80	2	8	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	100	2	5	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	100	2	5	20	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D3	Single Family Detached (manor homesites)	6000	60	100	2	4	12	5	10	5	None	2000	
SF-D4	Single Family Detached (chateau homesites)	7000	70	100	2	3.5	12	5	10	5	None	2400	

**The minimum front yard setback for all rear entry homes shall be 12 feet.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

Exception to minimum setback: Minimum side setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

Permitted encroachments into setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

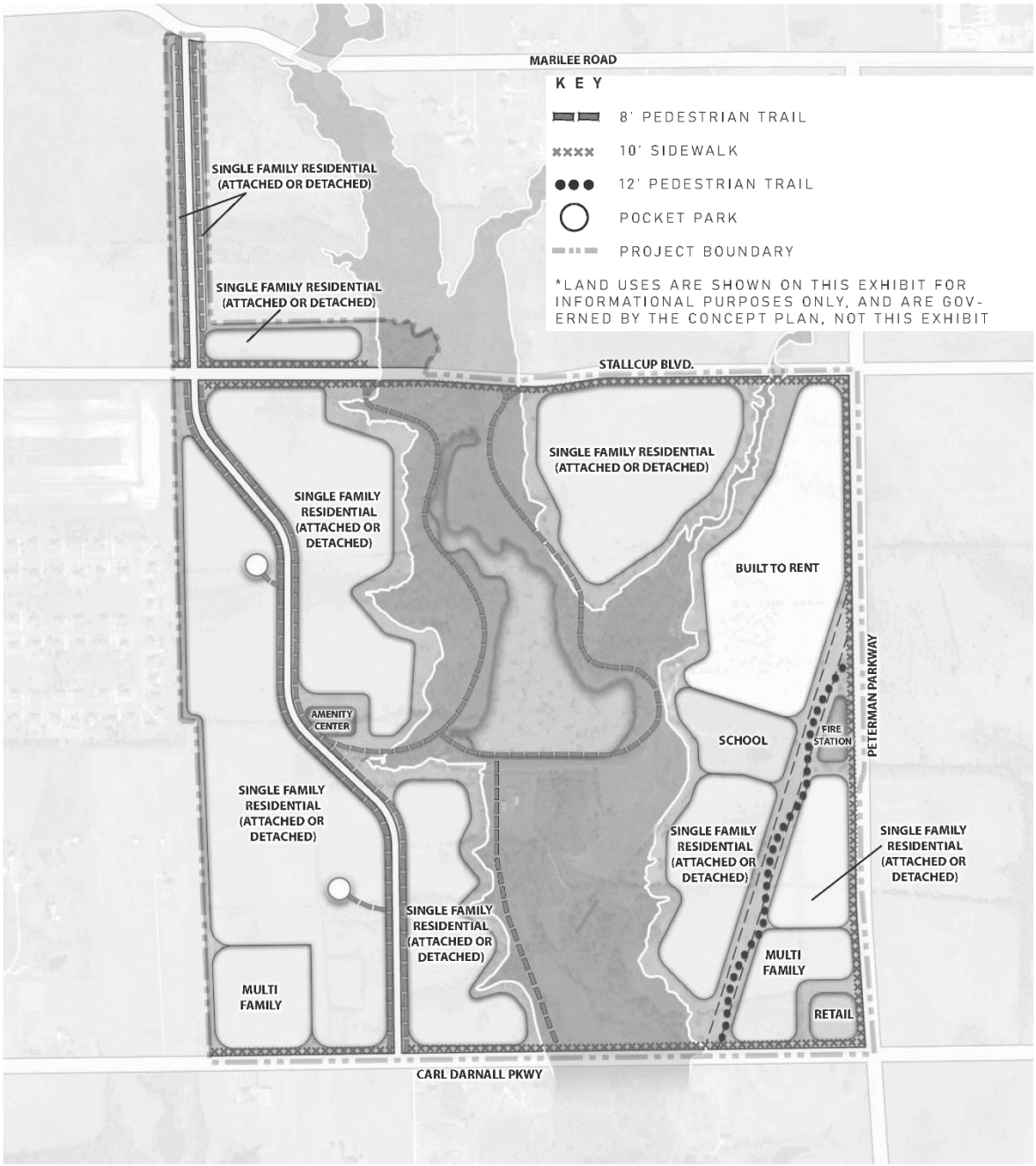
Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot setback and the side with the ten foot setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

A maximum of eight single family attached units may be attached without a building separation.

EXHIBIT E
OPEN SPACE, PARKS, TRAILS, AMENITIES

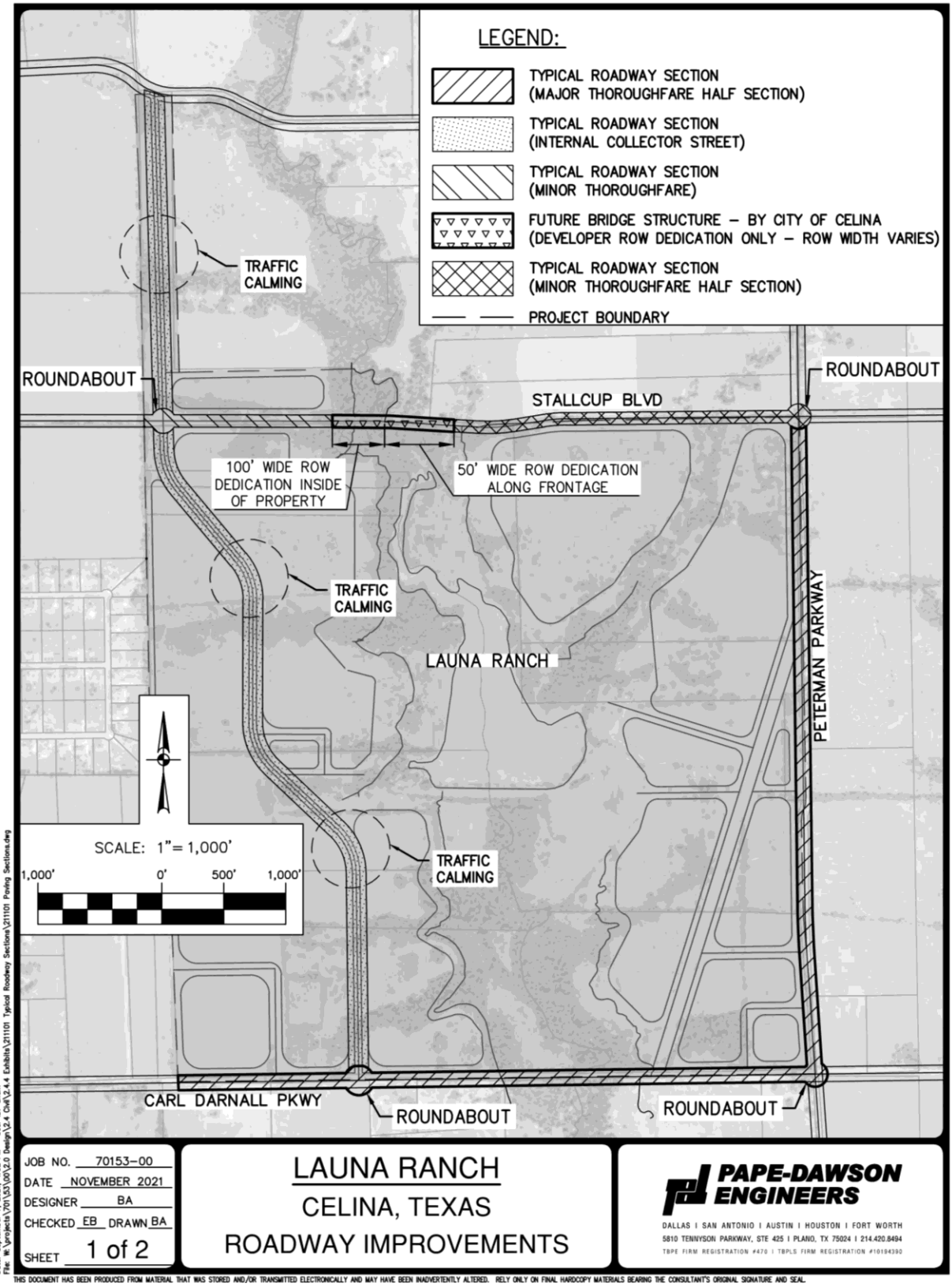


TRAIL LAYOUT PLAN
LAUNA RANCH | NOVEMBER 2021

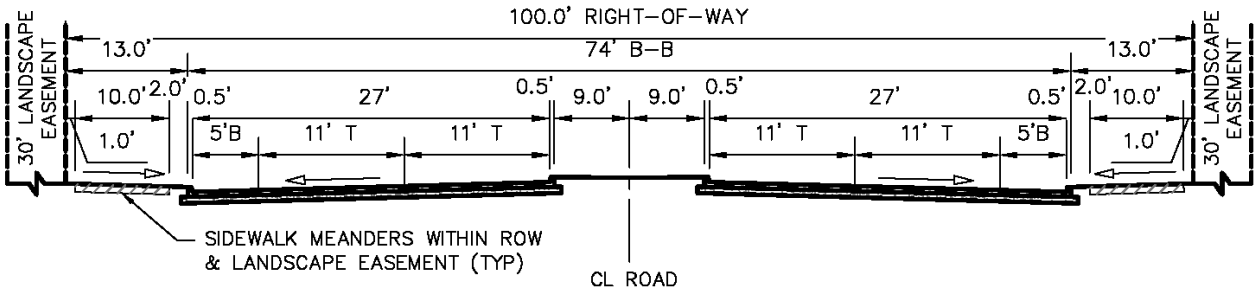
PLAN VIEW
SCALE: 1"=1000'

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

EXHIBIT F
ROADWAY IMPROVEMENTS

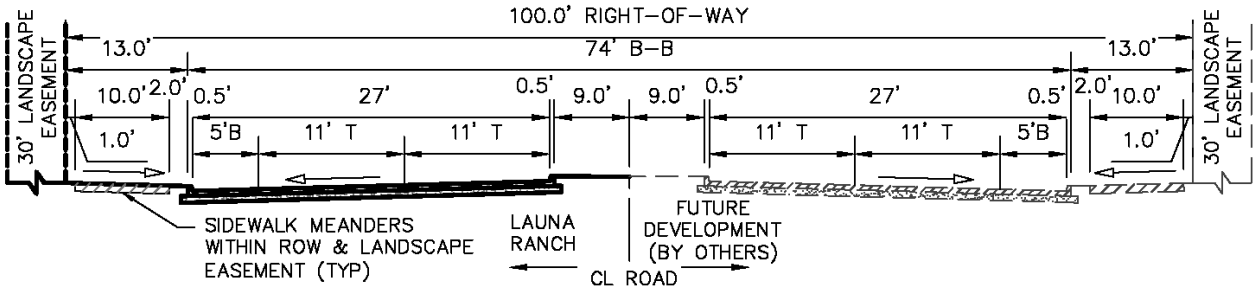


Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)



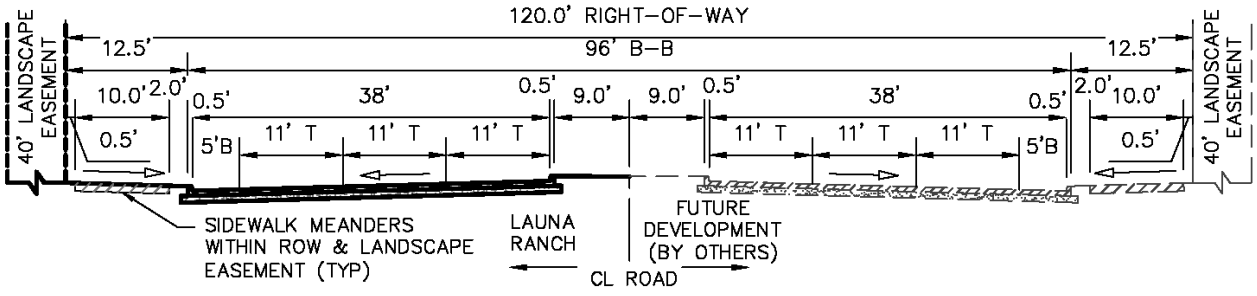
TYPICAL ROADWAY SECTION (MINOR THOROUGHFARE - 100' ROW, FULL WIDTH IMPROVEMENT)

N.T.S.



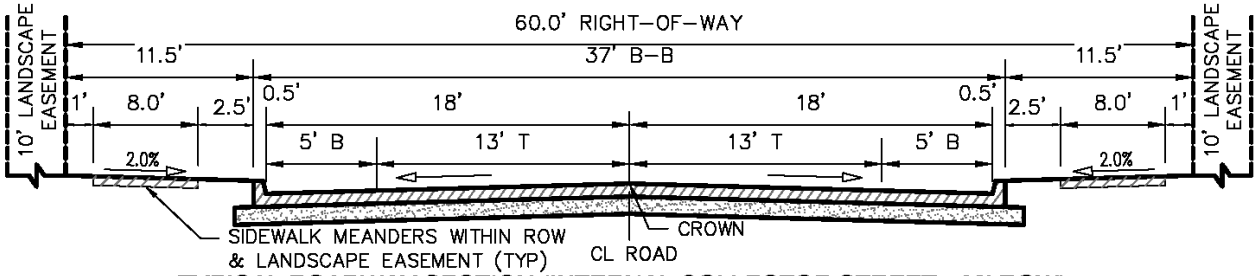
TYPICAL ROADWAY SECTION (MINOR THOROUGHFARE - 100' ROW, HALF WIDTH IMPROVEMENT)

N.T.S.



TYPICAL ROADWAY SECTION (MAJOR THOROUGHFARE - 120' ROW)

N.T.S.



TYPICAL ROADWAY SECTION (INTERNAL COLLECTOR STREET - 60' ROW)

N.T.S.

JOB NO. 70153-00
DATE NOVEMBER 2021
DESIGNER BA
CHECKED EB DRAWN BA
SHEET 2 of 2

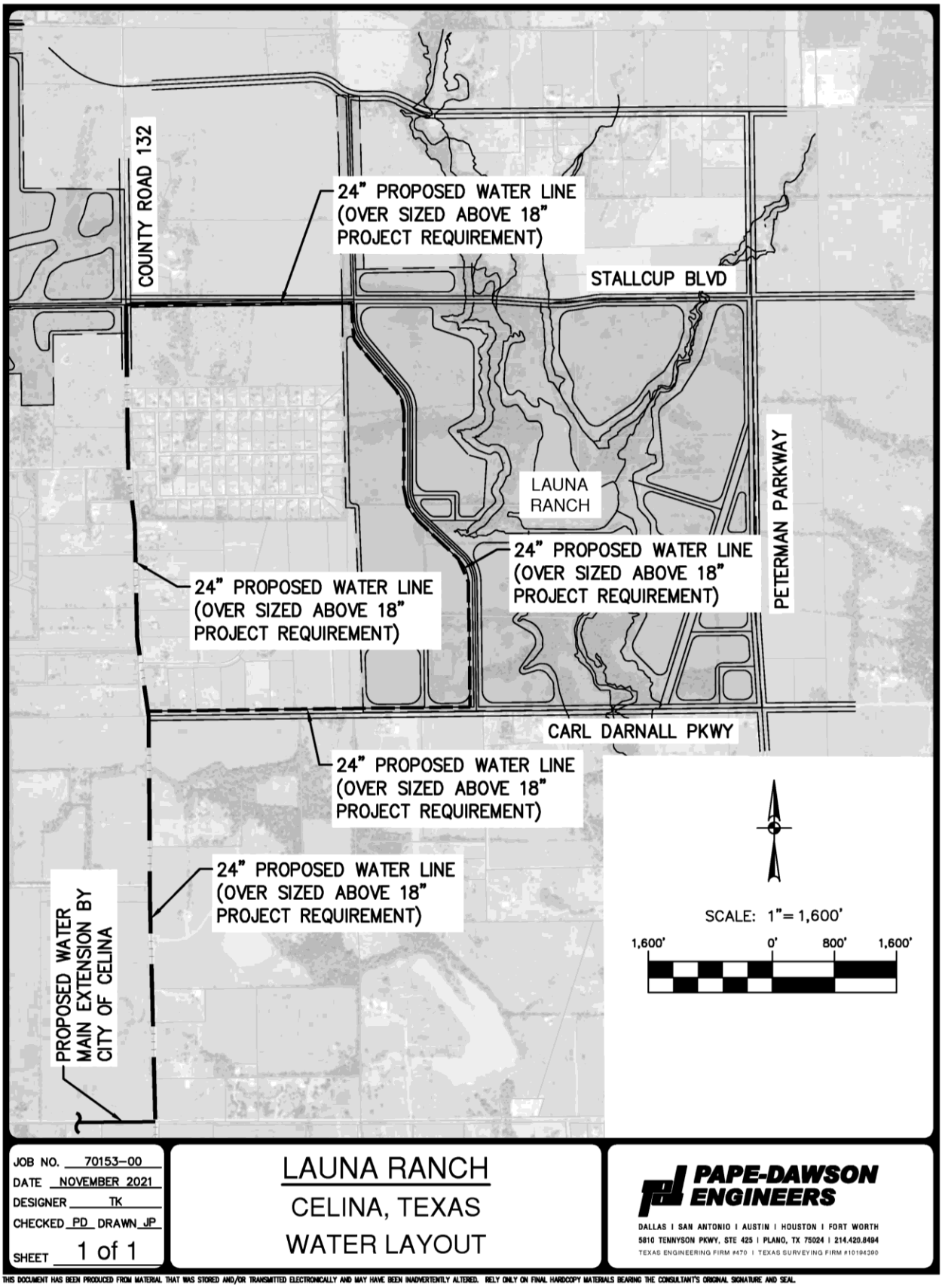
LAUNA RANCH
CELINA, TEXAS
TYPICAL SECTIONS

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8484
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10194390

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

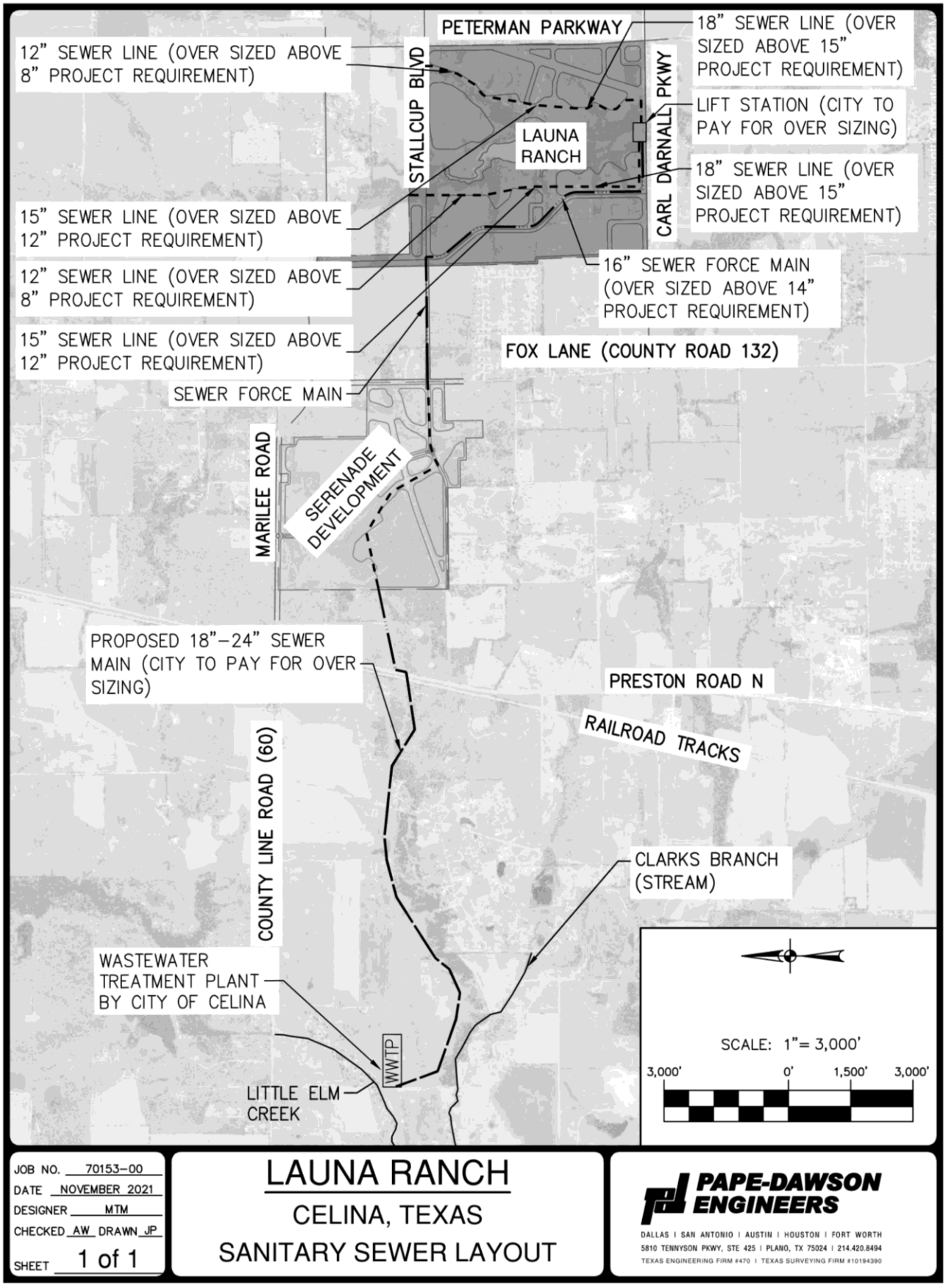
Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

EXHIBIT G
WATER IMPROVEMENTS



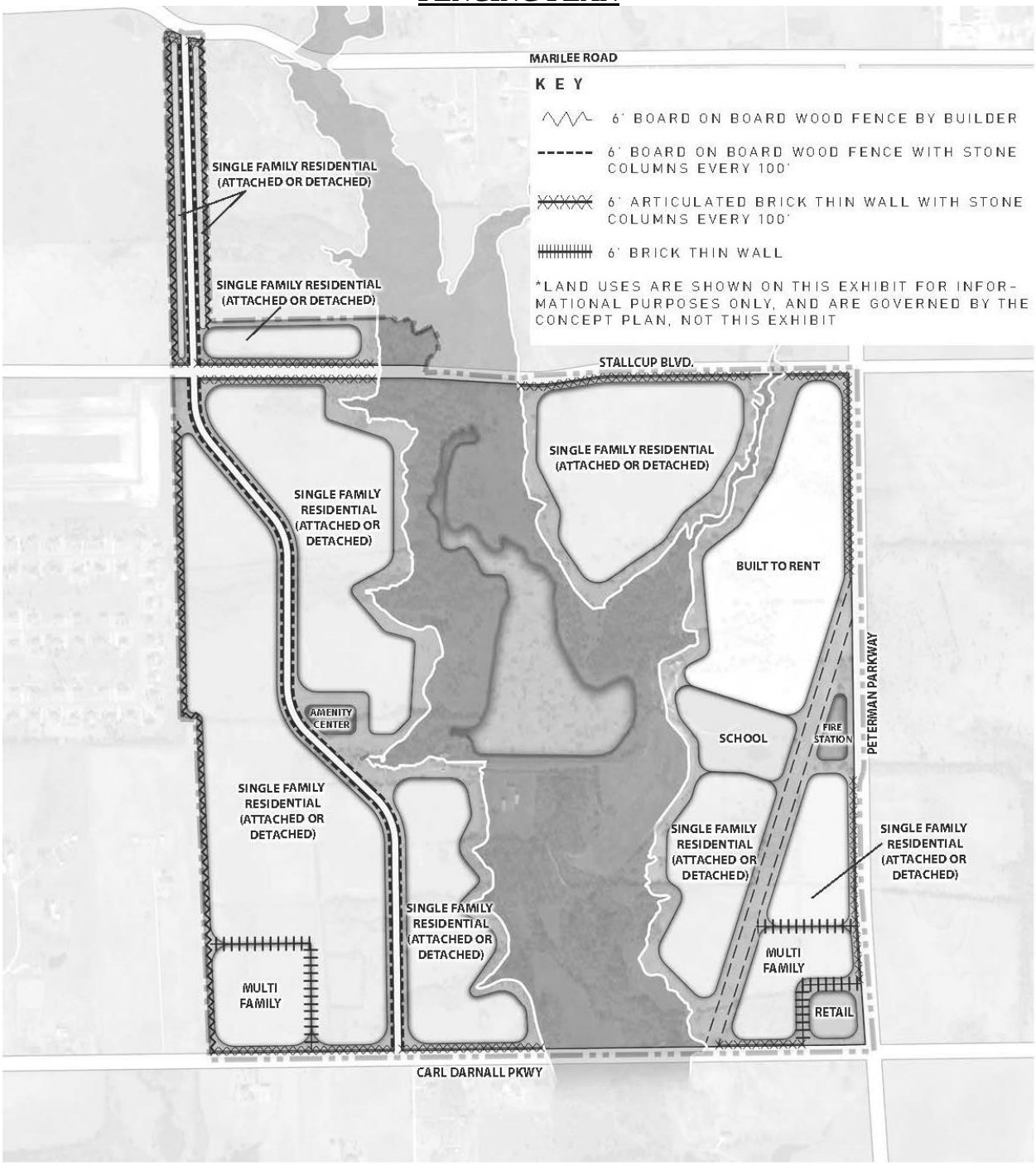
Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

EXHIBIT H
SEWER IMPROVEMENTS



Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

EXHIBIT I
FENCING PLAN



FENCING PLAN
LAUNA RANCH | DECEMBER 2021

PLAN VIEW
SCALE: 1"=1000'

Attachment: Draft Development Agreement (LaUna Ranch (Huffines Carter) – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: Sutton Fields East – PID SAP – 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 Sutton Fields East Public Improvement District Service and Assessment Plan, including the Phase #1 assessment roll; making a finding of special benefit to property within Phase #1 of the Sutton Fields East Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields East – PID SAP – Levy) (Lopez)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

SUTTON FIELDS EAST PHASE #1

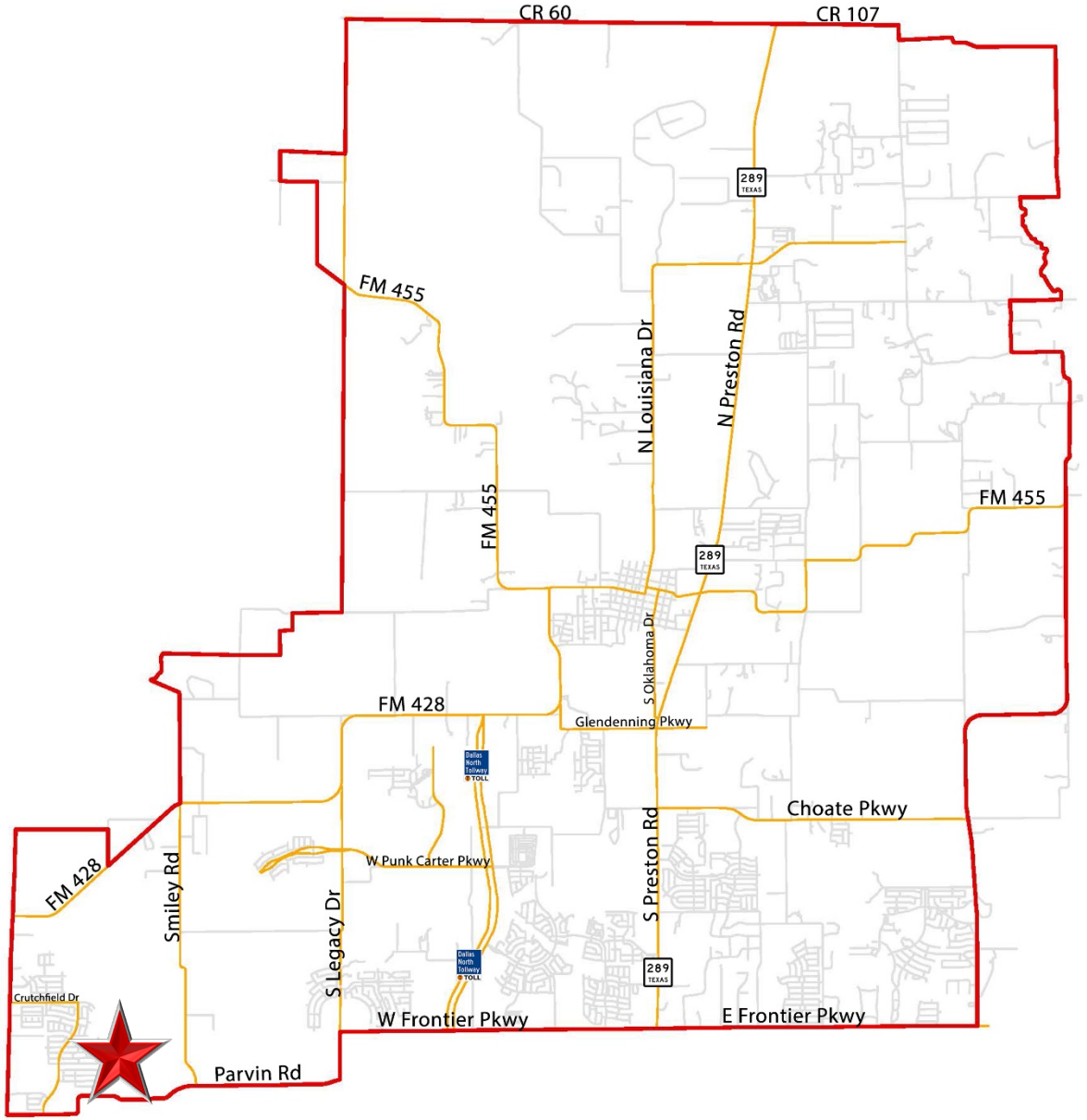
PID (SAP) ASSESSMENT LEVY

City Council
January 11, 2022



Attachment: Staff Presentation (Sutton Fields East – PID SAP – Levy)





Attachment: Staff Presentation (Sutton Fields East – PID SAP – Levy)

PID OVERVIEW

- 245 lots
- Estimated Authorized Improvement cost: $7.5 mm
- Estimated PID assessment amount: $9.2 mm

Attachment: Staff Presentation (Sutton Fields East – PID SAP – Levy)

PID ASSESSMENT

Assessment per Unit	
60' Lot	$43,378.06
50' Lot	$36,148.38

Attachment: Staff Presentation (Sutton Fields East – PID SAP – Levy)

PID TIMELINE

- ~~August 10, 2021 – PID Petition Resolution~~
- ~~October 12, 2021 – PID Creation Resolution~~
- ~~October 12, 2021 – Pre-SAP Resolution & Calling Assessment (Action item)~~
- January 11, 2022– SAP/Levy Ordinance
- January 11, 2022– Bond Ordinance

Attachment: Staff Presentation (Sutton Fields East – PID SAP – Levy)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (Sutton Fields East – PID SAP – Levy)

CITY OF CELINA, TEXAS

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 SUTTON FIELDS EAST 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 August 24, 2021, 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 the 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 October 12, 2021, 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 Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 2021-96R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Sutton Fields East Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City filed a copy of the Authorization Resolution with the county clerk of Denton County as required by the PID Act; and

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

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 within twenty (20) days after October 12, 2021; and

WHEREAS, on December 14, 2021, 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 "Phase #1 Assessments"), authorizing and directing the City Secretary of the City or Assistant City Secretary of the City ("Assistant Secretary") to file the proposed assessment roll for Phase #1 of the District (the "Phase #1 Assessment Roll") and make the Phase #1 Assessment Roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider levying the Phase #1 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 15, 2021, the Assistant Secretary filed the Phase #1 Assessment Roll and made the same available for public inspection; and

WHEREAS, the Assistant Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on December 27, 2021 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 or in which the improvements are to be undertaken; and

WHEREAS, the Assistant Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Phase #1 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on *January 11, 2022*, 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 Phase #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #1 Assessments, the allocation of estimated costs of the Authorized Improvements, to be undertaken for the benefit of the Phase #1 Assessed Property (the "Phase #1 Improvements"), the purposes of the Phase #1 Assessments, the special benefits of the Phase #1 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #1 Assessments; and

WHEREAS, the City Council finds and determines that the Phase #1 Assessment Roll and the Sutton Fields East Public Improvement District Service and Assessment Plan, dated January 11, 2022, 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

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Plan"), and which is incorporated herein for all purposes, should be approved and that the Phase #1 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #1 Assessment Roll attached thereto as Appendix G; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary or Assistant Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Phase #1 Improvements, the Phase #1 Assessment Roll, or the levy of the Phase #1 Assessments; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property within Phase #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval 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 Phase #1 Assessments against their property located within Phase #1 of the District; and

WHEREAS, the City Council closed the Levy and Assessment 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 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 of the Phase #1 Assessed Property will receive from the construction of the Phase #1 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #1 Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

(c) The Service and Assessment Plan apportions the estimated costs of the Phase #1 Improvements to be assessed against the Phase #1 Assessed Property and such apportionment is made on the basis of special benefits accruing to the Phase #1 Assessed Property because of the Phase #1 Improvements;

(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 Improvements 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 Phase #1 Assessment against such property and will receive special benefits during the term of the Phase #1 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Phase #1 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Phase #1 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 Phase #1 Assessment Roll in the form attached as Appendix G to the Service and Assessment Plan should be approved as the Phase #1 Assessment Roll for Phase #1 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #1 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #1 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #1 Assessments should be approved and will expedite collection of the Phase #1 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 that 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.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

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 for Phase #1 of the District.

Section 5. Levy and Payment of Assessments for Estimated Costs of Phase #1 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #1 Assessed Property (excluding Non-Benefitted Property), 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.

(b) The levy of the Phase #1 Assessments shall be effective on the date of execution of this Ordinance levying Phase #1 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Phase #1 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Phase #1 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 Phase #1 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 the Phase #1 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the estimated costs of the Phase #1 Improvements and the Administrative Expenses is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Phase #1 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.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner(s) of Phase #1 Assessed Property subject to a Phase #1 Assessment may prepay the Phase #1 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 the Landowners' obligations related to payment of the Phase #1 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #1 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. The Phase #1 Assessments shall have lien priority as specified in the Service and Assessment Plan, the PID Act, and as otherwise allowed by law.

Section 10. Appointment of Initial 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 Phase #1 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan, in this Ordinance, and in any contract between the City and the Administrator. 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 Phase #1 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 Phase #1 Assessments by the City.

Section 12. Filing in Land Records.

The City Secretary or the Assistant Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #1 Assessment Roll, to be recorded in

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

the real property records of Denton County not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Assistant Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of 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 Phase #1 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 (Sutton Fields East – PID SAP – Levy)

ADOPTED, PASSED, AND APPROVED on this the 11th day of January, 2022.

ATTEST: **CITY OF CELINA, TEXAS**

_____ _____

David Amsler, Assistant City Secretary Mindy Koehne, Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022 by Mindy Koehne, 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:_____

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Exhibit A

Service and Assessment Plan

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT

CELINA TEXAS

SERVICE AND ASSESSMENT PLAN

January 11, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

SUTTON FIELDS EAST
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On October 12, 2021, (the "Creation Date") the City Council of the City of Celina Texas (the "City"), Texas passed and approved Resolution No. 2021-96R approving and authorizing the creation of the Sutton Fields East Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, 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 multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

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 Sutton Fields East 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 (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the 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 Roll for the PID is currently included as Appendix G of this Service and Assessment Plan and additional Assessment Rolls may be added to this Service and Assessment Plan in the future. 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.

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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 payment request in a form 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 (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, and miscellaneous 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 payment request in a form that has been reviewed and approved by the City. 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" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying

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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.

"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.

"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 Roll attached hereto as Appendix G, 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 all 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 each 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 against the respective Assessed Property.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll" means, as applicable, 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

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Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, 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.

"**Budgeted Cost(s**)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"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.

"**County**" means Denton County, Texas.

"**Delinquent Collection Costs"** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Sutton Fields East, LLC, a Texas limited liability company.

"Development Agreement" means that certain Sutton Fields East Development Agreement by and between the City and the Developer, approved by the City on August 10, 2021, related to development of the property within the PID, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"**Future Phase(s)**" means Phases that are fully developed after Phase #1, as such areas are generally depicted and described in Appendix A.

"**Future Phase Improvements**" means those Authorized Improvements associated with any Future Phase(s).

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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"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.

"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 as shown in Appendix F. 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.

"Mustang SUD" means Mustang Special Utility District.

"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 or upon the execution of a reimbursement agreement related to such Phase 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 G.

"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 Improvements is levied.

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"Phase #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues. The term Phase #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Phase #1 Improvements currently being constructed pursuant to the Phase #1 Reimbursement Agreement and which, if issued, will also be secured by the Phase #1 Assessment Revenues.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit related to the Phase #1 Improvements for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $43,378.06
Lot Type 2 (50 Ft) - $36,148.38

"Phase #1 Reimbursement Agreement" means that certain Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement dated as of January 11, 2022 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #1 Improvements and the City agrees to reimburse the Developer from a portion the Phase #1 Assessment Revenues 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. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"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.

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"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. 14" means the Tax Increment Reinvestment Zone No. 14, City of Celina, Texas.

"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. 14 Project Plan and Financing Plan (including amendments or supplements thereto).

"TIRZ Revenues" mean, for each year, the amounts paid by the City and the County, if any, from TIRZ No. 14 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment on Parcels within the PID, as calculated each year by the Administrator in collaboration with the City and the County (in the event of County participation), in accordance with Section VI of this Service and Assessment Plan.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"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.

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the extraterritorial jurisdiction of the City and contains approximately 110 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 450 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 - 60 Ft	87	Units
Single-Family - 50 Ft	363	Units
Total	**450**	**Units**

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 52 acres and is projected to consist of 245 single family residential units, to be developed as Phase #1, as further described in Section III. A map of the property within Phase #1 is shown in Appendix A.

The property within Phase #1 is proposed to be developed as follows:

Table II-B
Proposed Development – Phase #1

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	42	Units
Single-Family - 50 Ft	203	Units
Total	**245**	**Units**

C. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued and/or related reimbursement agreements may be executed for each new Phase. In connection with the issuance of each new Phased PID Bond and/ or each related reimbursement agreement, 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

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Phase(s) are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Phase #1 Assessment Roll included as Appendix G and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Phase(s) are developed.

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.

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – 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 shown in Appendix B and on the diagrams included as Appendix D 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.

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B. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Budgeted costs of the Phase #1 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.

Roadway Improvements

The road improvement portion of the Phase #1 Improvements consists of the construction of road 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.

Water Improvements

The water improvements portion of the Phase #1 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, 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 in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of various sized sanitary sewer 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 in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to 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.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #1 Improvements consist of site preparation, district formation costs, and other soft costs.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Table III-A
Estimated Authorized Improvement Costs – Phase #1

Authorized Improvements	Total[1]
Roadway improvements	$1,777,930
Water improvements	$753,000
Sanitary sewer improvements	$829,945
Storm drainage improvements	$1,730,660
Other soft and miscellaneous costs	$2,379,539
Total Authorized Improvements	**$7,471,074**

[1]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 does not change.

C. FUTURE PHASES

As Future Phases are developed and Phased PID Bonds are issued and/or related reimbursement agreements are executed, 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-B will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – 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 18 months for the Phase #1 Improvements to be constructed.

The Budgeted Costs for the Phase #1 Improvements and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #1 are $9,408,774 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the 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 and/ or execution of a related reimbursement agreement, this Service and Assessment Plan will be amended (e.g. Table IV-B will be amended to include Phase #2, etc.).

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Table IV-A
Estimated Sources and Uses – Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount (Phase #1 Bonds)	$8,060,000	$0	$8,060,000
Assessment amount (Phase #1 Reimbursement Agreement)	$0	$1,100,000	$1,100,000
Other funding sources[1]	$0	$248,774	$248,774
Total Sources	**$8,060,000**	**$1,348,774[2]**	**$9,408,774**
Uses of Funds			
Authorized Improvements[3]:			
Roadway improvements	$1,777,930	$0	$1,777,930
Water improvements	$753,000	$0	$753,000
Sanitary sewer improvements	$829,945	$0	$829,945
Storm drainage improvements	$1,730,660	$0	$1,730,660
Other soft and miscellaneous costs	$1,030,765	$1,348,774	$2,379,539
Subtotal	*$6,122,300*	*$1,348,774*	*$7,471,074*
Bond Issuance Costs:			
Cost of issuance	$523,900	$0	$523,900
Capitalized interest	$604,500	$0	$604,500
Reserve fund	$522,500	$0	$522,500
Administrative Expense	$45,000	$0	$45,000
Underwriter's discount	$241,800	$0	$241,800
Subtotal	*$1,937,700*	*$0*	*$1,937,700*
Total Uses	**$8,060,000**	**$1,348,774**	**$9,408,774**

[1]The other funding sources represent projects costs of the Phase #1 Improvements to be paid by the Developer without reimbursement from the City.
[2] These funds will be made available at the time of closing the Phase #1 Bonds.
[3] See Table III-A for details.

As Future Phases are developed, Bonds may be issued and/or a reimbursement agreement may be executed to finance the Authorized Improvements required for each new Phase.

B. Five Year Service Plan

The annual projected costs and annual projected indebtedness is shown by Table IV-B on the following page. 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 (Sutton Fields East – PID SAP – Levy)

Table IV-B
Five Year Service Plan
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2022	$9,408,774	$9,160,000	$248,774	$45,000
2023	$0	$0	$0	$156,700
2024	$0	$0	$0	$670,373
2025	$0	$0	$0	$668,819
2026	$0	$0	$0	$666,989
2027	$0	$0	$0	$669,884
Total	**$9,408,774**	**$9,160,000**	**$248,774**	**$2,877,765**

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Phase #1 Improvements shown in Table III-A, and the costs associated with creating the PID and issuing the Phase #1 Bonds. 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 Bonds and/or execution of a reimbursement agreement for each Future Phase, a table will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or reimbursement agreement and the projected indebtedness resulting from each additional series of Bonds and/or reimbursement agreement.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program 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 issuance of the Phase #1 Bonds and approval of the Phase #1 Reimbursement Agreement, subsequent financings may be issued in the future as subsequent Future Phases 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.

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The estimated costs of the Authorized Improvements shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized

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Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

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 Phase #1 Improvements.

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 and/ or reimbursement agreement executed with respect to that Future Phases. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds and/ or execution of a reimbursement agreement, 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 Phase #1 of the PID as a result of the 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 for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1 Improvements 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 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 and/or execution of a related reimbursement agreement 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

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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.

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.

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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.

C. 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 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 Phase #1 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phase #1 Bonds and Phase #1 Reimbursement Agreement shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #1 Improvements, as set forth in Table III-A, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

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Upon subsequent divisions of any Parcel within Phase #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent 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 Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for 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 G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Future Phases

When any given Future Phases is developed, and Phased PID Bonds for that Future Phases are to be issued and/ or a related reimbursement agreement is executed, 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.

D. ASSESSMENTS

The Assessments will be levied on each Parcel within Phase #1 according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds 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 that secure the Phase #1 Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Phase #1 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 Phase #1

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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. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

G. TIRZ ANNUAL CREDIT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 13.22% of the City's increments generated from each Parcel in the PID to offset a portion of such Parcel's Assessments annually (the "TIRZ Annual Credit"). Currently the County is not participating in TIRZ No. 14. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any TIRZ Annual Credit applicable to the Parcel in the PID then on deposit in TIRZ No. 14 tax increment fund. The TIRZ Annual Credit applicable to each Parcel in the PID shall be calculated as described under Section VI of this Service and Assessment Plan.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the 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 in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. 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.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent 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 Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

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The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the applicable Phase #1 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 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.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/ or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/ or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/ or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to

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redeem Bonds and/ or the obligations under a reimbursement agreement may be reduced as provided in the Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/ or related reimbursement agreement 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 reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/ or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/ or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/ or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Indenture or the terms of the reimbursement agreement, 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 and/ or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/ or interest due under a reimbursement agreement and Administrative Expenses. 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 and/ or repay the obligations under a reimbursement agreement, including interest thereon 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 and/ or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/ or reimbursement agreement.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of 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

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to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the 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 actual interest rate paid on the Phase #1 Bonds and the Phase #1 Reimbursement Agreement, as applicable, and as described below. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phase #1 based on an interest rate of 4.50%, and, with respect to the portion of the Assessment to be collected from the Phase #1 Assessed Property to secure the Phase #1 Bonds, an additional interest at the rate of 0.5% for the Additional Interest Reserve. Interest on the portion of the Assessments collected from the Phase #1 Assessed Property that secure the Phase #1 Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 30 (2022-2052) in accordance with the Phase #1 Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the date of the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during 30 days prior to the levy of Assessments was ___%. The City has determined that the portion of the Assessments that secure the City's obligation under the Phase #1 Reimbursement Agreement shall bear interest at the interest rate of 4.50% per annum for years 1 through 30 (2022-2052), which rates are equal to or less than the initial maximum allowable rate of interest of ___% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be ___%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll.

The Annual Installments shall be reduced to equal the actual costs of repaying the Phase #1 Bonds and/or Phase #1 Reimbursement Agreement and actual Administrative Expenses (as provided for

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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 and/or issue additional 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.

G. 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 for Parcels located within Phase #1, and any applicable TIRZ Annual Credit. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the 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.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Bonds and the Phase #1 Reimbursement Agreement will be due when billed and will be delinquent if not paid prior to February 1, 2023.

H. SURPLUS FUNDS REMAINING IN THE PHASE # 1 BOND ACCOUNT

If proceeds from the Phase #1 Bonds remain after all of the Phase #1 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

VII. THE ASSESSMENT ROLL

A. 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 will be assessed for the special benefits conferred upon the property resulting from the Phase #1 Improvements. Table VII-A summarizes the $9,408,774 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements (including both the portion to be paid from with proceeds of the Phase #1 Bonds as well as from funds contributed under the Phase #1 Reimbursement Agreement), the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the principal amount due pursuant to the terms of the Phase #1 Reimbursement Agreement is, collectively, $9,160,000, which is less than the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $9,160,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Phase #1 Assessment Roll is attached hereto as Appendix G.

Table VII-A
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements[1]	$7,471,074
Estimated PID Formation/Bond Costs of Issuance:	
Cost of issuance	$523,900
Capitalized interest	$604,500
Reserve fund	$522,500
Administrative Expense	$45,000
Underwriter's discount	$241,800
Subtotal Estimated Bond Issuance Costs	*$1,937,700*
Total Special Benefit	**$9,408,774**
Special Benefit:	
Total Special Benefit	$9,408,774
Projected Assessment	$9,160,000
Excess Benefit	**$248,774**

[1]See Table III-A for details.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

B. Future Phases Assessment Rolls

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Future Phases).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll 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.F of this Service and Assessment Plan.

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – 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 (Sutton Fields East – PID SAP – 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.

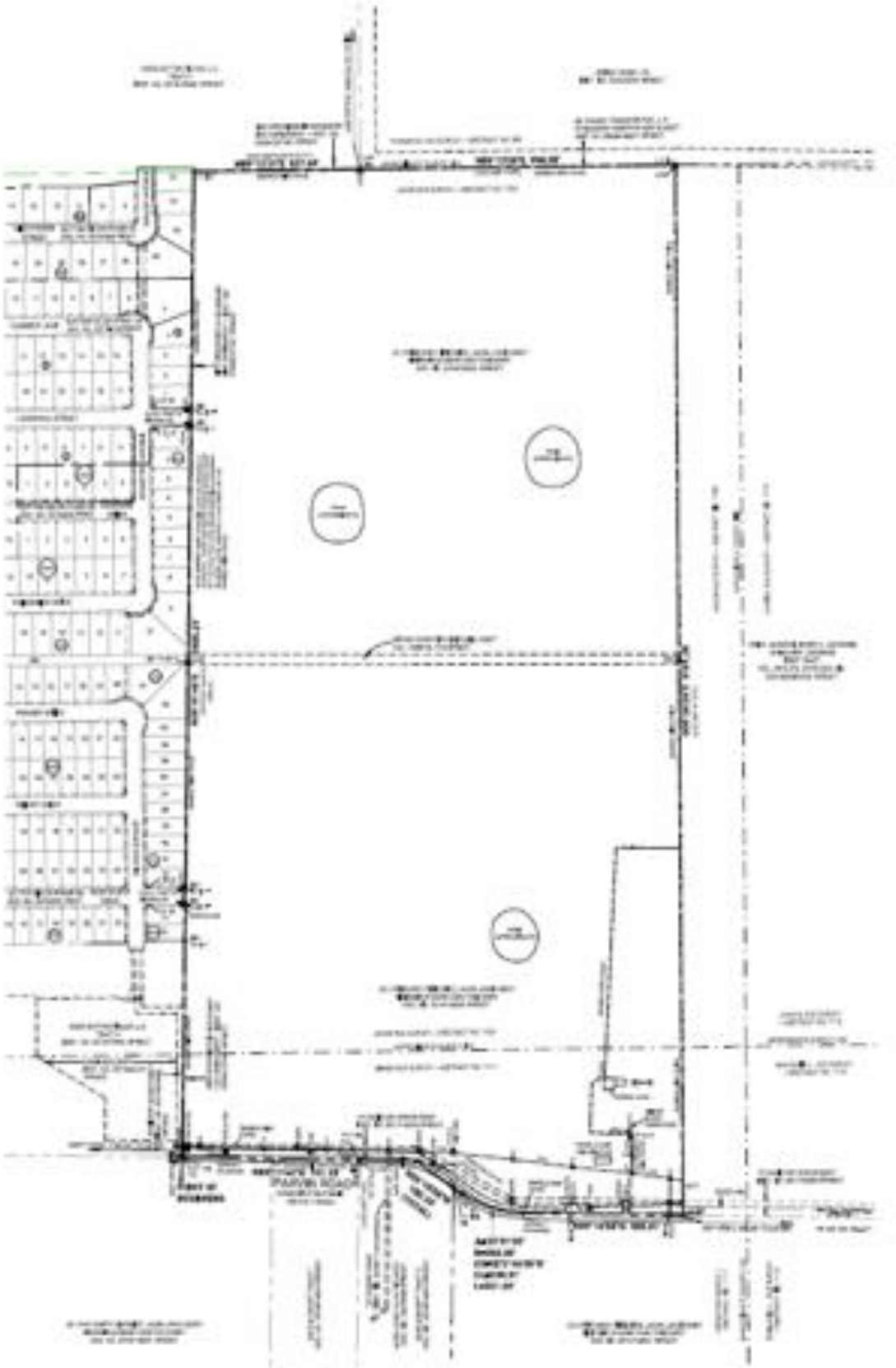
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)





Sutton Fields East Concept Plan 6

data summary

Gross Site Area:		110 AC.
	Acres	Gross %
Residential Lots	93.9	85%
Public Open Space	8.3	8%
Detention	7.8	7%
Residential Product Type:	Lots	%
50'x 115' Lot	363	81%
60'x 115' Lot	87	19%
Total Lots	450	100%

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SUTTON FIELDS EAST DEVELOPMENT
CITY OF CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=300'
DATE: JULY 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\05-CAD\04-EXHIBITS\201908-08Sutton Fields East Concept Plan 07262021.dwg Jul 26,2021 - 1:24 pm chancock

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

COMMUNITY NAME: Sutton Fields East
PHASES: Full Development
CITY OR TOWN: Celina ETJ

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	110.4
NET ACREAGE:	110.4
TOTAL LOTS:	**450**
TOTAL DENSITY:	4.08
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	06/03/21
REVISED:	**11/05/21**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 2**	**NOTES**
1	Site Preparation	$ 1,663,803	$ 810,468	$ 853,335	
2	Water System	$ 1,755,790	$ 753,000	$ 1,002,790	
3	Sanitary Sewer System	$ 1,465,970	$ 829,945	$ 636,025	
4	Storm Drain System	$ 3,283,930	$ 1,730,660	$ 1,553,270	
5	Roadway Improvements	$ 4,965,685	$ 1,777,930	$ 3,187,755	
6	Screening Walls & Landscaping	$ 172,518	$ -	$ 172,518	
7	Park Amenities & Trails	$ 197,400	$ 3,000	$ 194,400	
8	Prof. & Other Soft Cost	$ 2,452,829	$ 1,166,071	$ 1,286,758	
9	Contingency 0%	$ 321,491	$ -	$ 321,491	
10	District Formation/ Legal/ Consulting	$ 800,000	$ 400,000	$ 400,000	
		$ 17,079,416	$ 7,471,074	$ 9,608,342	

Major Improvements Costs		**TOTALS**	**PHASE 1**	**FUTURE PHASES**	**NOTES**
1	Site Preparation	$ -			
2	Water System	$ -			
3	Sanitary Sewer System	$ -			
4	Storm Drain System	$ -			
5	Roadway Improvements	$ -			
6	Screening Walls	$ -			
7	Landscape & Hardscape	$ -			
8	Park Amenities & Trails	$ -			
9	Prof. & Other Soft Cost	$ -			
10	Contingency 0%	$ -			
12	District Formation Costs	$ -			
13		$ -			
		$ -	$ -	$ -	

Private Costs		**TOTALS**	**PHASE 1**	**FUTURE PHASES**	**NOTES**
1	Site Preparation	$ 1,203,750	$ 655,375	$ 548,375	
2	Water System	$ -	$ -	$ -	
3	Sanitary Sewer System	$ -	$ -	$ -	
4	Storm Drain System	$ -	$ -	$ -	
5	Roadway Improvements	$ -	$ -	$ -	
6	Screening & Retaining Walls	$ 872,278	$ 302,200	$ 570,078	
7	Franchise Utilities & Street Lights	$ 1,450,000	$ 785,000	$ 665,000	
8	Park Amenities & Trails	$ 254,400	$ 30,000	$ 224,400	
9	Prof. & Other Soft Cost	$ 493,384	$ 258,783	$ 234,601	
10	Contingency 0%	$ 213,691	$ 101,568	$ 112,123	
11		$ -	$ -	$ -	
		$ 4,487,503	$ 2,132,926	$ 2,354,577	
TOTALS		***$ 21,566,919***	***$ 9,604,000***	***$ 11,962,920***	
per lot		***$ 47,926***	***$ 39,200***	***$ 58,356***	
	50' Lots	363	203	160	
	60' Lots	87	42	45	
	Total Lots	***450***	***245***	***205***	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

1 Development cost does not include: City/District/County Fees, Bonds, & Permits

2 Development cost does not include: Rock Excavation.

3 Professional Fees do not include: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Tree Mitigation, Impact Fees, Flood Studies, Environmental, Wetlands, SWPPP Administration, or Traffic Studies.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

APPENDIX C
LEGAL DESCRIPTION

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

PROPERTY METES AND BOUNDS DESCRIPTION

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

THENCE North 89º16'58" West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33º01'00", a radius of 350.00 feet, a chord which bears North 72º46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

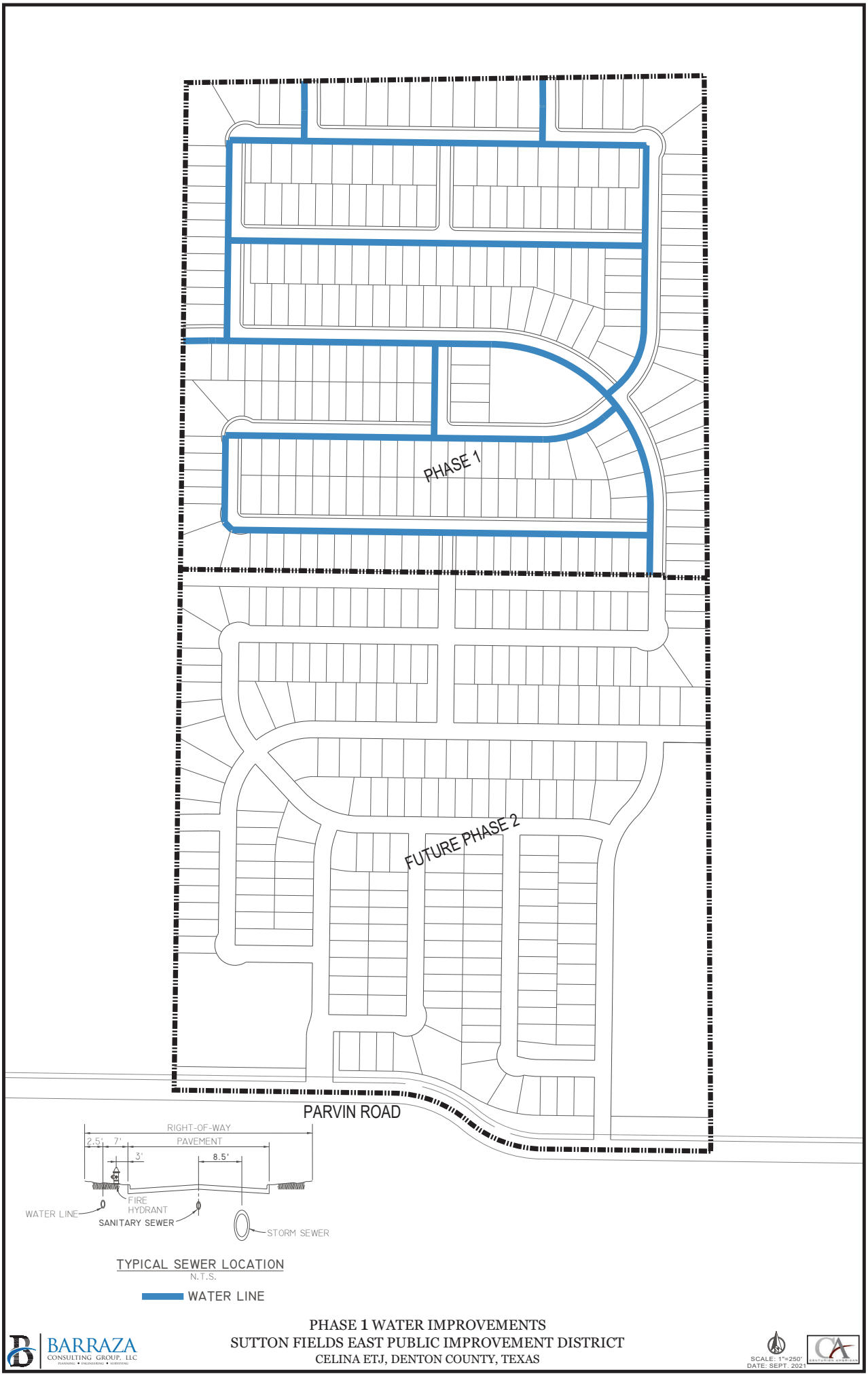
THENCE North 56º15'58" West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89º11'44" West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

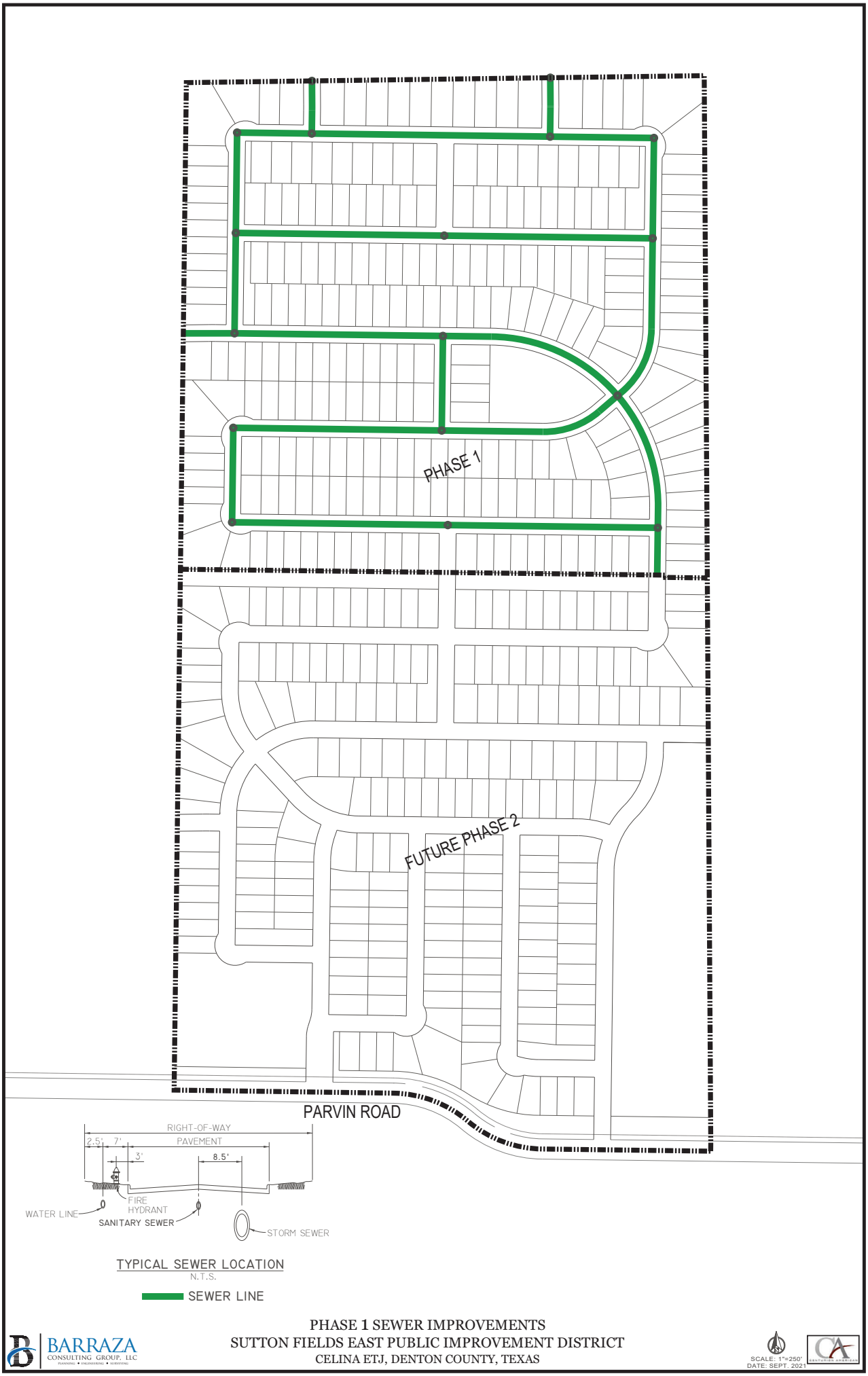


PHASE 1 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Water 09242021.dwg Sep 24,2021 - 1:22 pm chancock

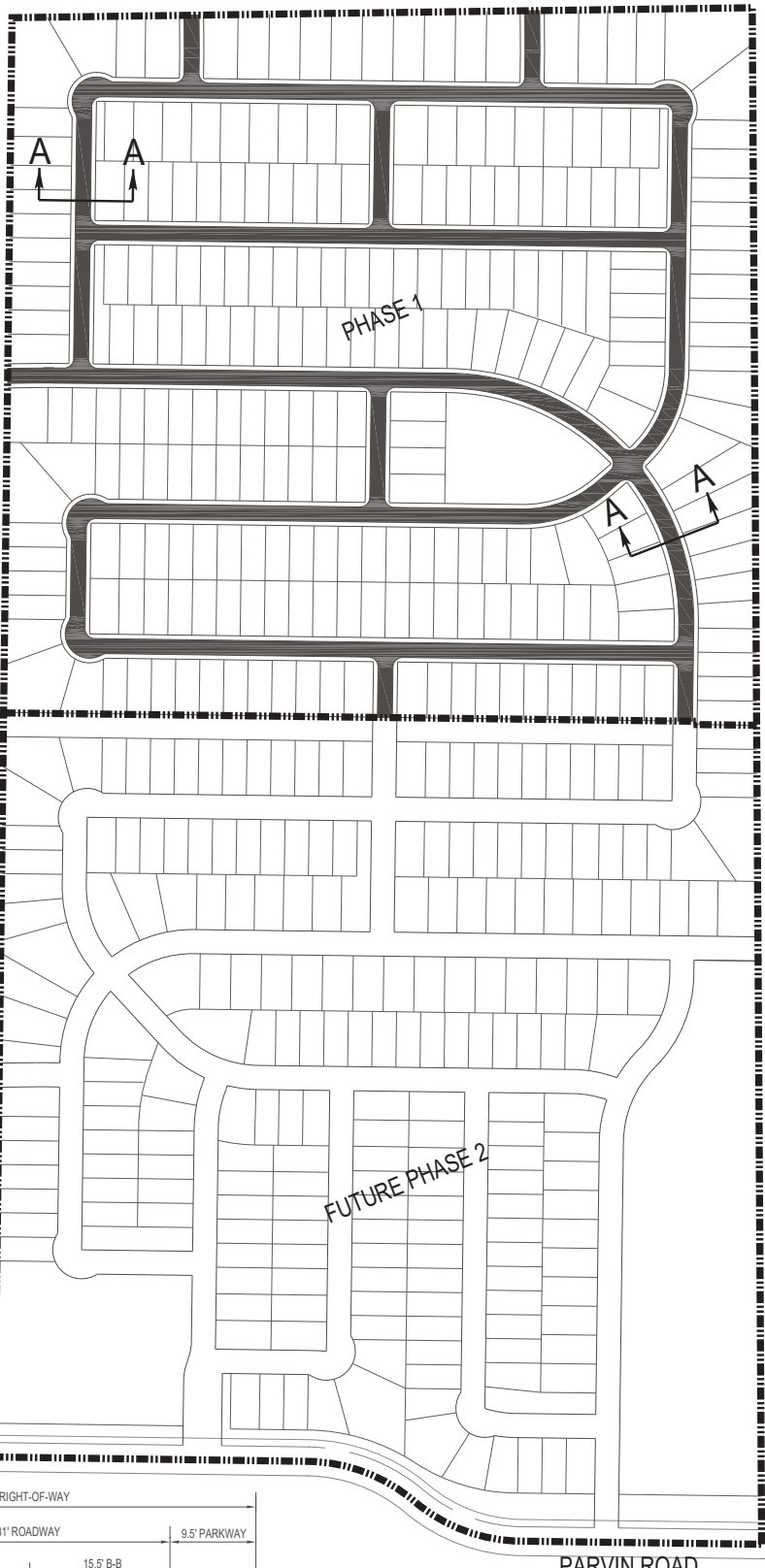


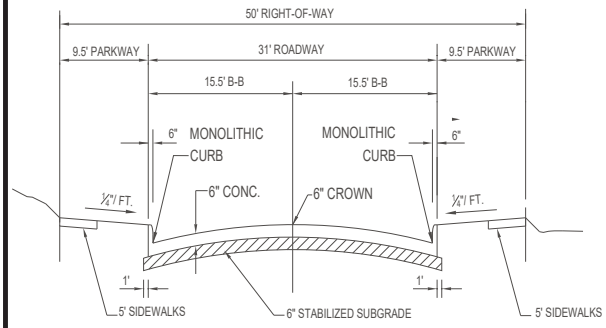
PHASE 1 SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Sewer 09242021.dwg Sep 24,2021 - 1:23 pm chancock





TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROADWAY IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

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APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sutton Fields East Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by the development standards shown in the Development Agreement.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Single-Family - 60 Ft	87	Units
Single-Family - 50 Ft	363	Units
Total	**450**	**Units**

Table F-2 shows the proposed residential units within Phase #1.

Table F-2
Proposed Development – Phase #1

Description	Proposed Development	
Single-Family - 60 Ft	42	Units
Single-Family - 50 Ft	203	Units
Total	**245**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phase #1 Bonds and the Phase #1 Reimbursement Agreement shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Phase #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table F-3. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table F-3
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft)	$378,000	1.00 per dwelling unit
Lot Type 2 (50 Ft)	$315,000	0.83 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-4 as calculated based on the Equivalent Unit factors shown in Table F-3, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-4
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	42	1.00	42.00
Lot Type 2 (50 Ft)	203	0.83	169.17
Total Equivalent Units	**245**		**211.17**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and the amount due under the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,160,000. As shown in Table F-4, there are a total of 211.17 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $43,378.06.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

The Assessment per dwelling unit or acre is calculated as the product of (i) $43,378.06 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $43,378.06 (i.e. $43,378.06 x 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $36,148.38 (i.e. $43,378.06 x 0.83). Table F-5 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-5
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	42	$43,378.06	1.00	$43,378.06	per dwelling unit	$1,821,878
Lot Type 2 (50 Ft)	203	$43,378.06	0.83	$36,148.38	per dwelling unit	$7,338,122
Total	**245**					**$9,160,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-6.

Table F-6
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)
Lot Type 1 (60 Ft)	per dwelling unit	$84,750	$378,000	$43,378.06	1.95	8.71
Lot Type 2 (50 Ft)	per dwelling unit	$70,000	$315,000	$36,148.38	1.94	8.71

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 F-7.

Table F-7
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)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (60 Ft)	42	$84,750	$378,000	$3,162	$3.73	$0.84
Lot Type 2 (50 Ft)	203	$70,000	$315,000	$2,635	$3.76	$0.84

[1]Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

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 G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

APPENDIX G
PHASE #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Appendix G-1
Phase #1 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**211.17**
Assessment	**$9,160,000**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$241,800	$0	$0	$45,000	$0	($241,800)	$45,000
9/30/23	$0	$362,700	$21,000	$49,500	$45,900	$40,300	($362,700)	$156,700
9/30/24	$150,000	$362,700	$22,000	$48,555	$46,818	$40,300	$0	$670,373
9/30/25	$155,000	$355,950	$23,000	$47,565	$47,754	$39,550	$0	$668,819
9/30/26	$160,000	$348,975	$24,000	$46,530	$48,709	$38,775	$0	$666,989
9/30/27	$170,000	$341,775	$25,000	$45,450	$49,684	$37,975	$0	$669,884
9/30/28	$175,000	$334,125	$26,000	$44,325	$50,677	$37,125	$0	$667,252
9/30/29	$185,000	$326,250	$27,000	$43,155	$51,691	$36,250	$0	$669,346
9/30/30	$195,000	$317,925	$27,000	$41,940	$52,725	$35,325	$0	$669,915
9/30/31	$200,000	$309,150	$29,000	$40,725	$53,779	$34,350	$0	$667,004
9/30/32	$210,000	$300,150	$30,000	$39,420	$54,855	$33,350	$0	$667,775
9/30/33	$220,000	$290,700	$31,000	$38,070	$55,952	$32,300	$0	$668,022
9/30/34	$230,000	$280,800	$32,000	$36,675	$57,071	$31,200	$0	$667,746
9/30/35	$240,000	$270,450	$33,000	$35,235	$58,212	$30,050	$0	$666,947
9/30/36	$250,000	$259,650	$34,000	$33,750	$59,377	$28,850	$0	$665,627
9/30/37	$260,000	$248,400	$36,000	$32,220	$60,564	$27,600	$0	$664,784
9/30/38	$275,000	$236,700	$37,000	$30,600	$61,775	$26,300	$0	$667,375
9/30/39	$285,000	$224,325	$39,000	$28,935	$63,011	$24,925	$0	$665,196
9/30/40	$300,000	$211,500	$40,000	$27,180	$64,271	$23,500	$0	$666,451
9/30/41	$315,000	$198,000	$42,000	$25,380	$65,557	$22,000	$0	$667,937
9/30/42	$330,000	$183,825	$43,000	$23,490	$66,868	$20,425	$0	$667,608
9/30/43	$345,000	$168,975	$45,000	$21,555	$68,205	$18,775	$0	$667,510
9/30/44	$360,000	$153,450	$47,000	$19,530	$69,569	$17,050	$0	$666,599
9/30/45	$375,000	$137,250	$49,000	$17,415	$70,960	$15,250	$0	$664,875
9/30/46	$395,000	$120,375	$51,000	$15,210	$72,380	$13,375	$0	$667,340
9/30/47	$415,000	$102,600	$53,000	$12,915	$73,827	$11,400	$0	$668,742
9/30/48	$435,000	$83,925	$55,000	$10,530	$75,304	$9,325	$0	$669,084
9/30/49	$455,000	$64,350	$58,000	$8,055	$76,810	$7,150	$0	$669,365
9/30/50	$475,000	$43,875	$60,000	$5,445	$78,346	$4,875	$0	$667,541
9/30/51	$500,000	$22,500	$61,000	$2,745	$79,913	$2,500	$0	$668,658
Total	**$8,060,000**	**$6,903,150**	**$1,100,000**	**$872,100**	**$1,825,564**	**$740,150**	**($604,500)**	**$18,896,464**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.50%.
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.50%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Appendix G-2
Phase #1 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)**
Equivalent Units	**$43,378.06**
Assessment	**1.00**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$1,145	$0	$0	$213	$0	($1,145)	$213
9/30/23	$0	$1,718	$99	$234	$217	$191	($1,718)	$742
9/30/24	$710	$1,718	$104	$230	$222	$191	$0	$3,175
9/30/25	$734	$1,686	$109	$225	$226	$187	$0	$3,167
9/30/26	$758	$1,653	$114	$220	$231	$184	$0	$3,159
9/30/27	$805	$1,619	$118	$215	$235	$180	$0	$3,172
9/30/28	$829	$1,582	$123	$210	$240	$176	$0	$3,160
9/30/29	$876	$1,545	$128	$204	$245	$172	$0	$3,170
9/30/30	$923	$1,506	$128	$199	$250	$167	$0	$3,172
9/30/31	$947	$1,464	$137	$193	$255	$163	$0	$3,159
9/30/32	$994	$1,421	$142	$187	$260	$158	$0	$3,162
9/30/33	$1,042	$1,377	$147	$180	$265	$153	$0	$3,163
9/30/34	$1,089	$1,330	$152	$174	$270	$148	$0	$3,162
9/30/35	$1,137	$1,281	$156	$167	$276	$142	$0	$3,158
9/30/36	$1,184	$1,230	$161	$160	$281	$137	$0	$3,152
9/30/37	$1,231	$1,176	$170	$153	$287	$131	$0	$3,148
9/30/38	$1,302	$1,121	$175	$145	$293	$125	$0	$3,160
9/30/39	$1,350	$1,062	$185	$137	$298	$118	$0	$3,150
9/30/40	$1,421	$1,002	$189	$129	$304	$111	$0	$3,156
9/30/41	$1,492	$938	$199	$120	$310	$104	$0	$3,163
9/30/42	$1,563	$871	$204	$111	$317	$97	$0	$3,162
9/30/43	$1,634	$800	$213	$102	$323	$89	$0	$3,161
9/30/44	$1,705	$727	$223	$92	$329	$81	$0	$3,157
9/30/45	$1,776	$650	$232	$82	$336	$72	$0	$3,149
9/30/46	$1,871	$570	$242	$72	$343	$63	$0	$3,160
9/30/47	$1,965	$486	$251	$61	$350	$54	$0	$3,167
9/30/48	$2,060	$397	$260	$50	$357	$44	$0	$3,169
9/30/49	$2,155	$305	$275	$38	$364	$34	$0	$3,170
9/30/50	$2,249	$208	$284	$26	$371	$23	$0	$3,161
9/30/51	$2,368	$107	$289	$13	$378	$12	$0	$3,166
Total	**$38,169**	**$32,691**	**$5,209**	**$4,130**	**$8,645**	**$3,505**	**($2,863)**	**$89,486**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.50%.
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.50%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Appendix G-3
Phase #1 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)**
Equivalent Units	**$36,148**
Assessment	**0.83**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$954	$0	$0	$178	$0	($954)	$178
9/30/23	$0	$1,431	$83	$195	$181	$159	($1,431)	$618
9/30/24	$592	$1,431	$87	$192	$185	$159	$0	$2,646
9/30/25	$612	$1,405	$91	$188	$188	$156	$0	$2,639
9/30/26	$631	$1,377	$95	$184	$192	$153	$0	$2,632
9/30/27	$671	$1,349	$99	$179	$196	$150	$0	$2,644
9/30/28	$691	$1,319	$103	$175	$200	$147	$0	$2,633
9/30/29	$730	$1,287	$107	$170	$204	$143	$0	$2,641
9/30/30	$770	$1,255	$107	$166	$208	$139	$0	$2,644
9/30/31	$789	$1,220	$114	$161	$212	$136	$0	$2,632
9/30/32	$829	$1,184	$118	$156	$216	$132	$0	$2,635
9/30/33	$868	$1,147	$122	$150	$221	$127	$0	$2,636
9/30/34	$908	$1,108	$126	$145	$225	$123	$0	$2,635
9/30/35	$947	$1,067	$130	$139	$230	$119	$0	$2,632
9/30/36	$987	$1,025	$134	$133	$234	$114	$0	$2,627
9/30/37	$1,026	$980	$142	$127	$239	$109	$0	$2,623
9/30/38	$1,085	$934	$146	$121	$244	$104	$0	$2,634
9/30/39	$1,125	$885	$154	$114	$249	$98	$0	$2,625
9/30/40	$1,184	$835	$158	$107	$254	$93	$0	$2,630
9/30/41	$1,243	$781	$166	$100	$259	$87	$0	$2,636
9/30/42	$1,302	$725	$170	$93	$264	$81	$0	$2,635
9/30/43	$1,361	$667	$178	$85	$269	$74	$0	$2,634
9/30/44	$1,421	$606	$185	$77	$275	$67	$0	$2,631
9/30/45	$1,480	$542	$193	$69	$280	$60	$0	$2,624
9/30/46	$1,559	$475	$201	$60	$286	$53	$0	$2,634
9/30/47	$1,638	$405	$209	$51	$291	$45	$0	$2,639
9/30/48	$1,717	$331	$217	$42	$297	$37	$0	$2,640
9/30/49	$1,796	$254	$229	$32	$303	$28	$0	$2,642
9/30/50	$1,875	$173	$237	$21	$309	$19	$0	$2,634
9/30/51	$1,973	$89	$241	$11	$315	$10	$0	$2,639
Total	**$31,807**	**$27,242**	**$4,341**	**$3,442**	**$7,204**	**$2,921**	**($2,386)**	**$74,572**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.50%.
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.50%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Attachment: Draft Ordinance (Sutton Fields East – PID SAP – Levy)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: 22-01 Annexation Resolution

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

Background Information:
In alignment with City's growth strategies and per the direction from Celina's City Council, the purpose of this resolution is relating to the intention to annex certain properties.

Below is the anticipated annexation schedule for the properties:

January 11, 2022 - City Council acts on a resolution to set the public hearing dates.
February 8, 2022 - First Public Hearing to be held.
July 12, 2022 - Petition Verification
August 9, 2022 - Second Public Hearing to be held.
September 13, 2022 - Third Public Hearing and annexation ordinance adoption.

Supporting Documents:

- Location Map
- Annexation Resolution
- Staff Presentation

Staff Recommendation:
Staff recommends approval of the Resolution.

Attachment: Location Map (22-01 Annexation Resolution)

Voluntary Petition: 175.792 Acres
Potential Annexations: 136.3364 Acres

CELINA TEXAS EST. 1876
Life Connected.

Potential Annexations
City of Celina

Date: 12/29/2021

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

N
W E
S

0 4,100 8,200 Feet

RESOLUTION NO. R-2022-1R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS RELATING TO THE INTENTION TO ANNEX CERTAIN PROPERTY PURSUANT TO THE REQUIREMENTS OF SUBCHAPTER C-4, TEXAS LOCAL GOVERNMENT CODE, INTO THE CORPORATE LIMITS OF THE CITY OF CELINA; PROVIDING FOR ALL MATTERS REQUIRED BY SUBCHAPTER C-4; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has the authority to annex property into the corporate limits of the City of Celina, Texas, a home-rule municipality ("City") in accordance with applicable state law and the City Charter; and

WHEREAS, Section 43.0682 of the Texas Local Government Code provides that a city proposing to annex property under Subchapter C-4 must prepare and adopt a resolution of intent containing certain specified information; and

WHEREAS, the City Council desires to adopt a resolution in compliance with the requirements of Section 43.0682.

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

Section 1. Findings Incorporated. The facts, findings and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. Intent to Annex and Service Plan. In accordance with Section 43.0682 of the Texas Local Government Code, the City Council hereby resolves the following:

1. The City intends to annex the area, approximately 312.1284 acres, generally located in the description below:

1) Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2) Collin CAD Property ID 998772, being an approximate 36.791 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3) Collin CAD Property ID 1011586, being an approximate 24.976 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (TM BTR of Texas LLC),
4) Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5) Collin CAD Property ID 2841668, being an approximate 37.695 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20;

Attachment: Annexation Resolution (22-01 Annexation Resolution)

generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)

6) Collin CAD Property ID 2506775, being an approximate 5 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7) Collin CAD Property ID 986473, being an approximate 29.827 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
8) Collin CAD Property ID 2143120, being an approximate 10.037 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
9) Collin CAD Property ID 2711132, being an approximate 10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10) Collin CAD Property ID 1225221, being an approximate 10.475 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
11) Collin CAD Property ID 991733, being an approximate 12.906 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),
12) Collin CAD Property ID 2593097, being an approximate 4.41 acre tract of land in Collin County, Texas, legally described as Abstract No. A0093 in the B. E. Blackwell Survey, Tract 31; generally located approximately 850 feet west of Private Road 5117 and approximately 2,135 feet south of future Carl Darnall Parkway (Bishop, Robert & Kimberley),
13) Collin CAD Property ID 2142193, being an approximate 10 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
14) Collin CAD Property ID 2134056, being an approximate 0.824 acre tract of land in Collin County, Texas, legally described as Abstract No. A1073 in the B. E. Blackwill Survey, Tract 9; generally located approximately 915 feet north of future Carl Darnall Parkway and approximately 2,395 feet west of future Custer Road (Jorden, Jay R. & Knight, Sheila J.),
15) Collin CAD Property ID 2649863, being an approximate 11 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
16) Collin CAD Property ID 2507796, being an approximate 5.1624 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
17) Collin CAD Property ID 1766084, being an approximate 2 acre tract of land in Collin County,

Attachment: Annexation Resolution (22-01 Annexation Resolution)

Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)

18) Collin CAD Property ID 992153, being an approximate 0.393 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
19) Collin CAD Property ID 985401, being an approximate 10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),
20) Collin CAD Property ID 2665774, being an approximate 5 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC),
21) Collin CAD Property ID 2754400, being an approximate 5.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0834 in the William Stapp Survey, Tract 15; generally located east of future McIlroy Drive and approximately 1,100 feet south of future G. A. Moore Parkway (Bivins, Todd J. & Sara E.),
22) Collin CAD Property ID 1846783, being an approximate 3.292 acre tract of land in Collin County, Texas, legally described as Abstract No. A1073 in the B. E. Blackwill Survey, Tract 7; generally located west of future Custer Road and approximately 830 feet north of future Carl Darnall Parkway (Jorden, Jay Robert & Knight, Sheila Joyce), and
23) Collin CAD Property ID 159732, being an approximate 1 acre tract of land in Collin County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

2. Exhibit A contains a detailed description and map of the area the City intends to annex;
3. Exhibit B contains a description of each service to be provided by the City in the area on or after the effective date of the annexation, including, as applicable:
    a. police protection;
    b. fire protection;
    c. emergency medical services;
    d. solid waste collection;
    e. operation and maintenance of water and wastewater facilities in the annexed area;
    f. operation and maintenance of roads and streets, including road and street lighting;
    g. operation and maintenance of parks, playgrounds, and swimming pools; and
    h. operation and maintenance of any other publicly owned facility, building, or service;
4. Exhibit B contains a list of each service the City will provide on the effective date of the annexation; and
5. Exhibit C contains a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

Section 3. Notice of Public Hearing. Not later than the 7th day after the adoption of this Resolution, the City Secretary of the City of Celina, Texas, is hereby authorized and directed to cause notice of a public hearing to be held not earlier than the 21st day and not later than the 30th day after the date of

Attachment: Annexation Resolution (22-01 Annexation Resolution)

adoption of this Resolution, which notice shall contain the information required by Local Government Code Section 43.0683, to be posted on the City's website, published once in a newspaper having general circulation in the city and in the above-described territory, and mailed to residents and property owners in the area proposed to be annexed in accordance with the Municipal Annexation Act.

Section 4. Petition for Annexation. The Development Services Director shall prepare a petition for annexation that conforms to the requirements of Local Government Code Section 43.0685. Unless directed otherwise after the public hearing, signatures on the petition for annexation may be collected on the petition following the public hearing held pursuant to Section 3 above and after the 31st day but before the 180th day after the adoption of this Resolution.

Section 5. Severability. It is hereby declared to be the intention of the City Council 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 a valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and **ADOPTED** on this the 11th day of January, 2022.

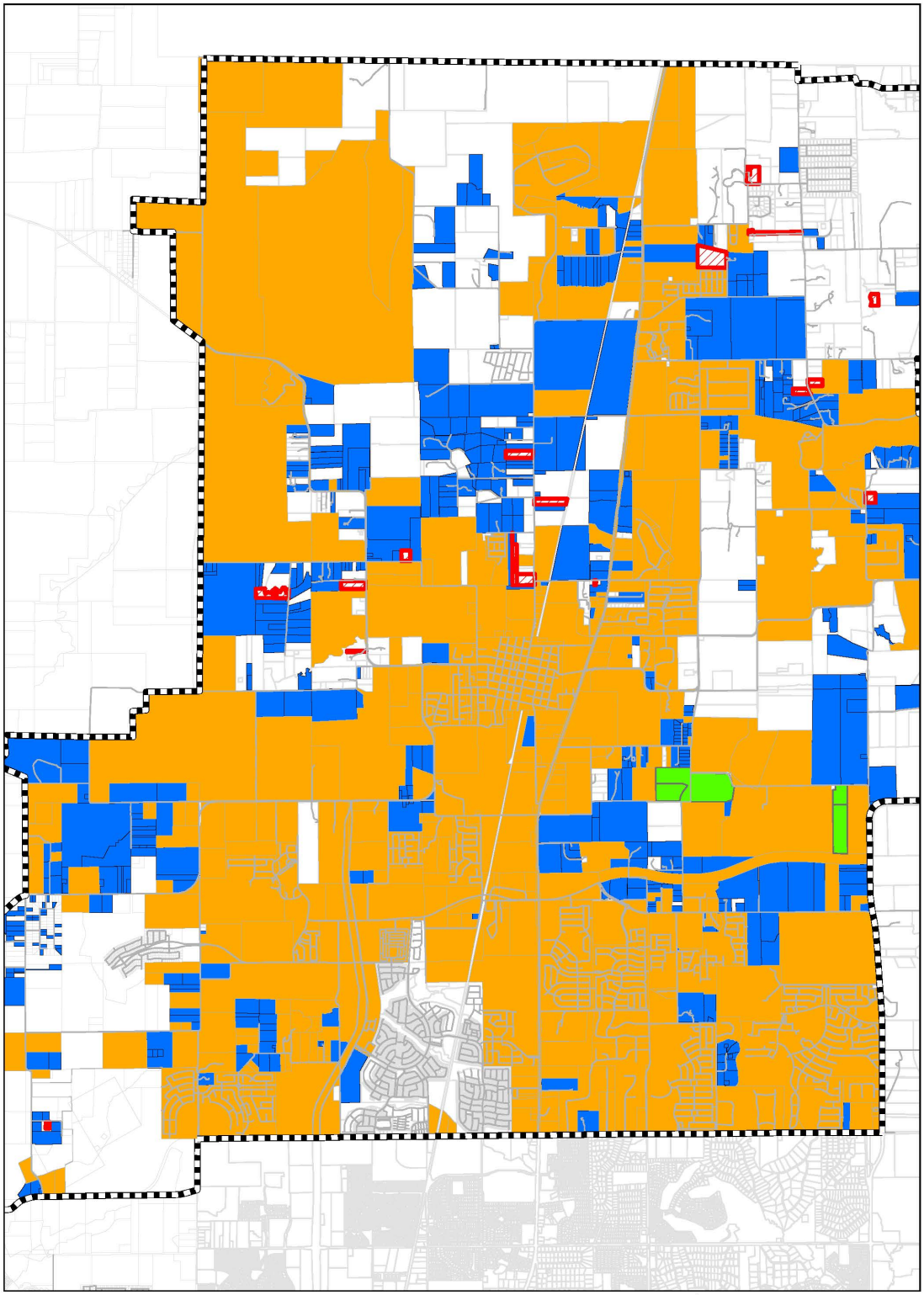
_____
Mayor

ATTEST:

_____
City Secretary

Attachment: Annexation Resolution (22-01 Annexation Resolution)

EXHIBIT A



Attachment: Annexation Resolution (22-01 Annexation Resolution)

EXHIBIT B
Municipal Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina on the date of annexation 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.

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 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. 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) Constriction Plan Review and required inspections.

Attachment: Annexation Resolution (22-01 Annexation Resolution)

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area 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. 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 pursuant to Section 43.0661 of the Texas Local Government Code.

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. Property owners are eligible to extend/expand facilities immediately upon annexation. 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

Attachment: Annexation Resolution (22-01 Annexation Resolution)

the effective date of this ordinance.

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. Property owners are eligible to extend/expand facilities immediately upon annexation. 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 roadway/street maintenance shall be provided within the annexed area immediately upon annexation as set forth herein. 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. Private roads/streets and drives shall remain private and not be improved, reconstructed, maintained or serviced by the City.

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 roads/streets to City standards commences within the annexed area, 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/street 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: Annexation Resolution (22-01 Annexation 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 be 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 immediately upon annexation. 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: Annexation Resolution (22-01 Annexation Resolution)

EXHIBIT C

All services identified in Exhibit B will be provided immediately upon the effective date of annexation of the area.

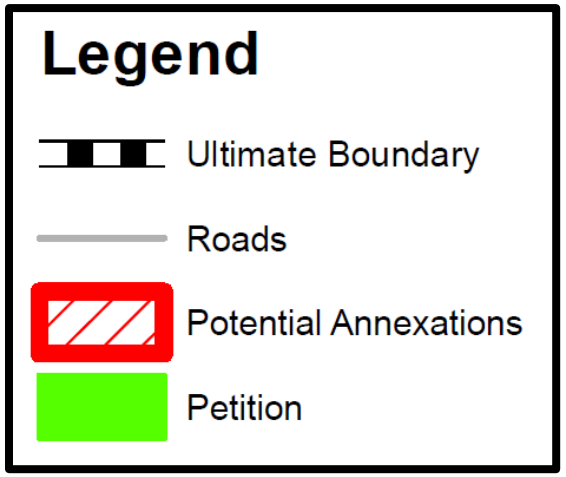
Attachment: Annexation Resolution (22-01 Annexation Resolution)

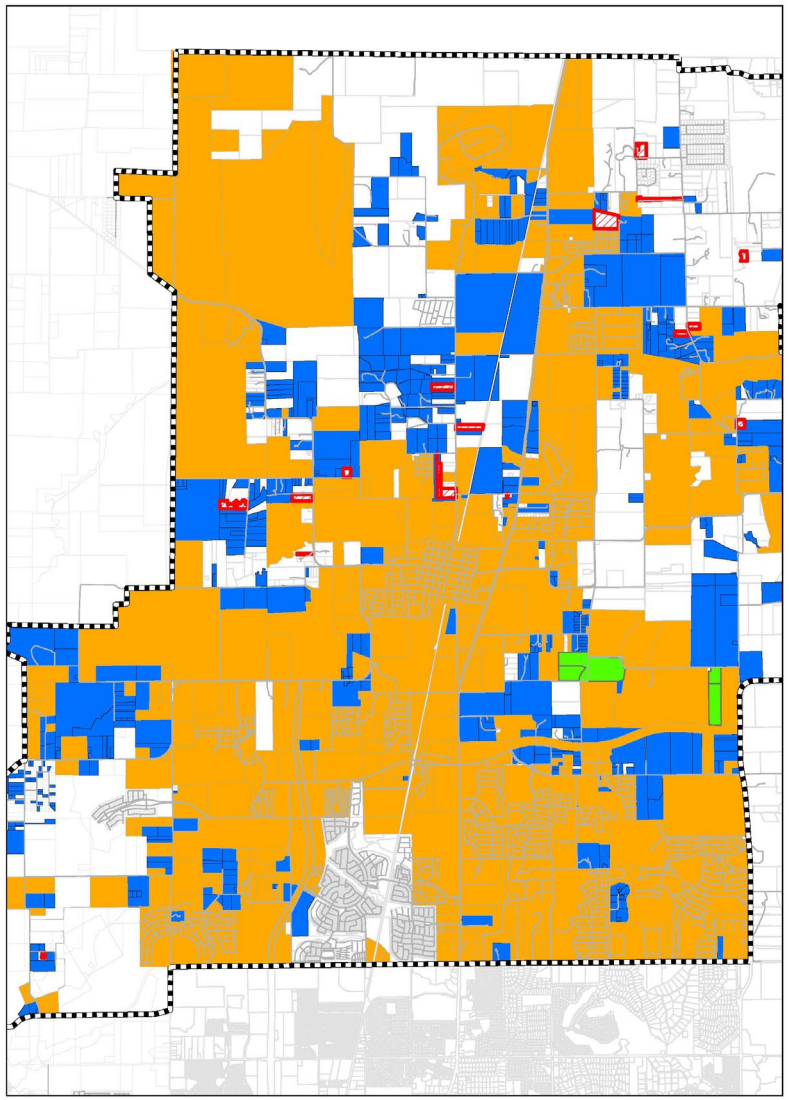
ANNEXATION 22-01
RESOLUTION

City Council
January 11, 2022



ANNEXATION MAP





Attachment: Staff Presentation (22-01 Annexation Resolution)

FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 600 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (22-01 Annexation Resolution)

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (22-01 Annexation Resolution)

ANNEXATION TIMELINE

- January 11, 2022– Annexation Resolution
- February 8, 2022– 1st Public Hearing
- July 12, 2022 – Petition Verification
- August 9, 2022 – 2nd Public Hearing
- September 13, 2022 – 3rd Public Hearing and Annexation Ordinance Adoption

Attachment: Staff Presentation (22-01 Annexation Resolution)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (22-01 Annexation Resolution)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: 21-01 Annexation Petition Verification

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

1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2) Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3) Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4) Collin CAD Property ID 985731, being an approximate 53 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey , Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5) Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),
6) Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
7) Collin CAD Property ID 985777, being an approximate 81.63 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally

located east of County Road 127 and approximately 1,500 feet north of County Road 129 (Laney Partners, Ltd.),

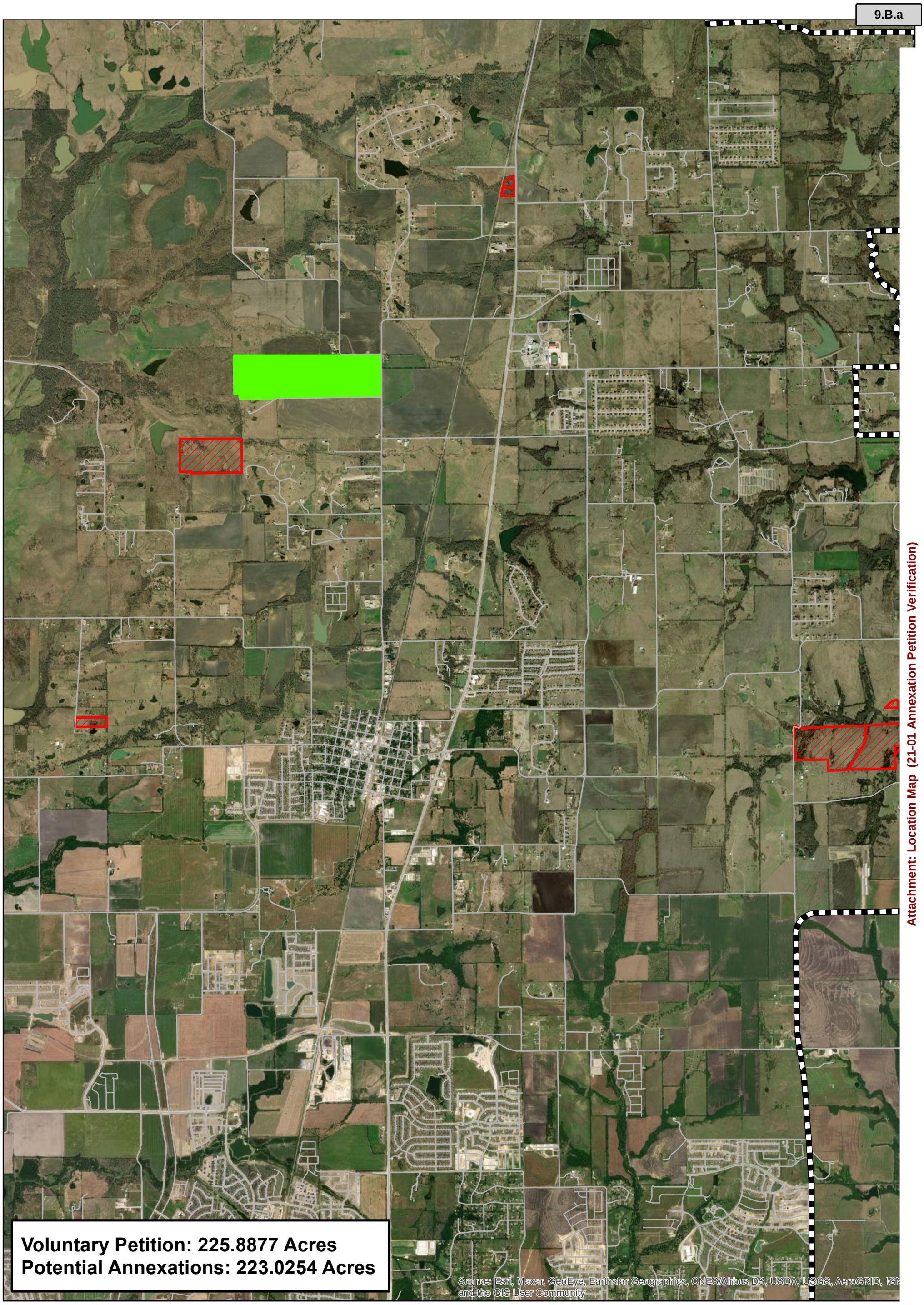
8) Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
9) Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
10) Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
11) Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

Background Information:
Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- C-4 Annexation Application
- Petition Verification Table

Staff Recommendation:
NA



Attachment: Location Map (21-01 Annexation Petition Verification)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 7/8/2021

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Development Agreement

N
W E
S

0 3,300 6,600 Feet

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 449 acres of land, described as follows:

1) **Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),**
2) **Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),**
3) **Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),**
4) **Collin CAD Property ID 985731, being an approximate 53 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey , Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),**
5) **Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),**
6) **Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),**
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8) **Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),**
9) **Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),**
10) **Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and**
11) **Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).**

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 property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land

Attachment: C-4 Annexation Application (21-01 Annexation Petition Verification)

under Chapter 23 of the Tax Code, I certify that (a) I was offered a development agreement pursuant to Section 43.016 of the Local Government Code, (b) declined said development agreement and/or entered into an agreement pursuant to Section 212.172 Local Government Code, and (c) 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.

OWNER:

CCD – North Sky, LLC
A Texas Limited Liability Company

Signature: _____ Number of acres owned: 225.8877 acres
Print Name: BRIAN CRAMER

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Cramer, 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 1 day of January, 2022.

(SEAL)

JASON CLARK WIGHT
Notary Public, State of Texas
Comm. Expires 08-11-2024
Notary ID 13261745-3

_____
NOTARY PUBLIC in and for the
STATE OF TEXAS

Jason Wight
Printed Name
My commission expires: 8/11/24

Attachment: C-4 Annexation Application (21-01 Annexation Petition Verification)

FOR OFFICE USE ONLY:

The City has verified that the above signatories to this voluntary petition for annexation pursuant to subchapter C-4 of Chapter 43 of the Texas Local Government Code constitute 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, having an ownership interest greater than 50% of the herein described Area.

The signatures hereto were gathered during the time period prescribed by Section 43.0685(b) of the Texas Local Government Code.

Date of verification by City: _____

Attachment: C-4 Annexation Application (21-01 Annexation Petition Verification)

Prop ID	Owner	Address	City	State	Zip	Acres
2120983	Pilatus Investments LLC	1341 S Preston Rd Ste C	Celina	TX	1341 S Preston Rd Ste C	116.18
1014538	Pilatus Investments LLC	1341 S Preston Rd Ste C	Celina	TX	1341 S Preston Rd Ste C	36.00
1014547	MOORE WILLIE DOUGLAS	4107 NEWTON AVE APT 5	DALLAS	TX	75219-3030	73.71
Total Signed						**225.8877**
985731	GOLDSTEIN FAMILY INVESTMENTS LTD	12993 FM 2478	CELINA	TX	75009-4737	53
986598	GOLDSTEIN FAMILY INVESTMENTS LTD	12993 FM 2478	CELINA	TX	75009-4737	1.5
995123	GOLDSTEIN FAMILY INVESTMENTS LTD	12993 FM 2478	CELINA	TX	75009-4737	3
985777	LANEY PARTNERS LTD	1122 JACKSON ST APT 803	DALLAS	TX	75202-5227	81.6254
1498089	COLLERAIN ALICE C	16042 CHALFONT CIR	DALLAS	TX	75248-3544	3.183
1498098	EJAZ INVESTMENT GROUP INC	506 N LOOP 12	IRVING	TX	75061-8710	3.537
1585804	RAWHIDE AT CELINA LIMITED PARTNERSHIP	PO BOX 250145	PLANO	TX	75025-0145	10.28
995748	GANJI SHAUN	3235 MERRIFIELD AVE	DALLAS	TX	75223-1925	66.9
Total Unsigned						**223.0254**
					Total Acreage	**448.9131**

This C-4 annexation is for a total of 448.9131 acres
The three properties which have signed represent 225.8877 acres
225.8877 acres out of the total acreage of 448.9131 represents approximately 50.3% of signatures
This is more than 50% of ownership interest, which satisifies the C-4 voluntary annexation petition process

Attachment: Petition Verification Table (21-01 Annexation Petition Verification)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: 21-01 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 449 acres, in the extraterritorial jurisdiction; generally located west of future Peterman Parkway, north of future Sunset Boulevard, east of future Legacy Drive, and south of future G. A. Moore Parkway, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (21-01 Annexation Petition Verification Resolution) (White)

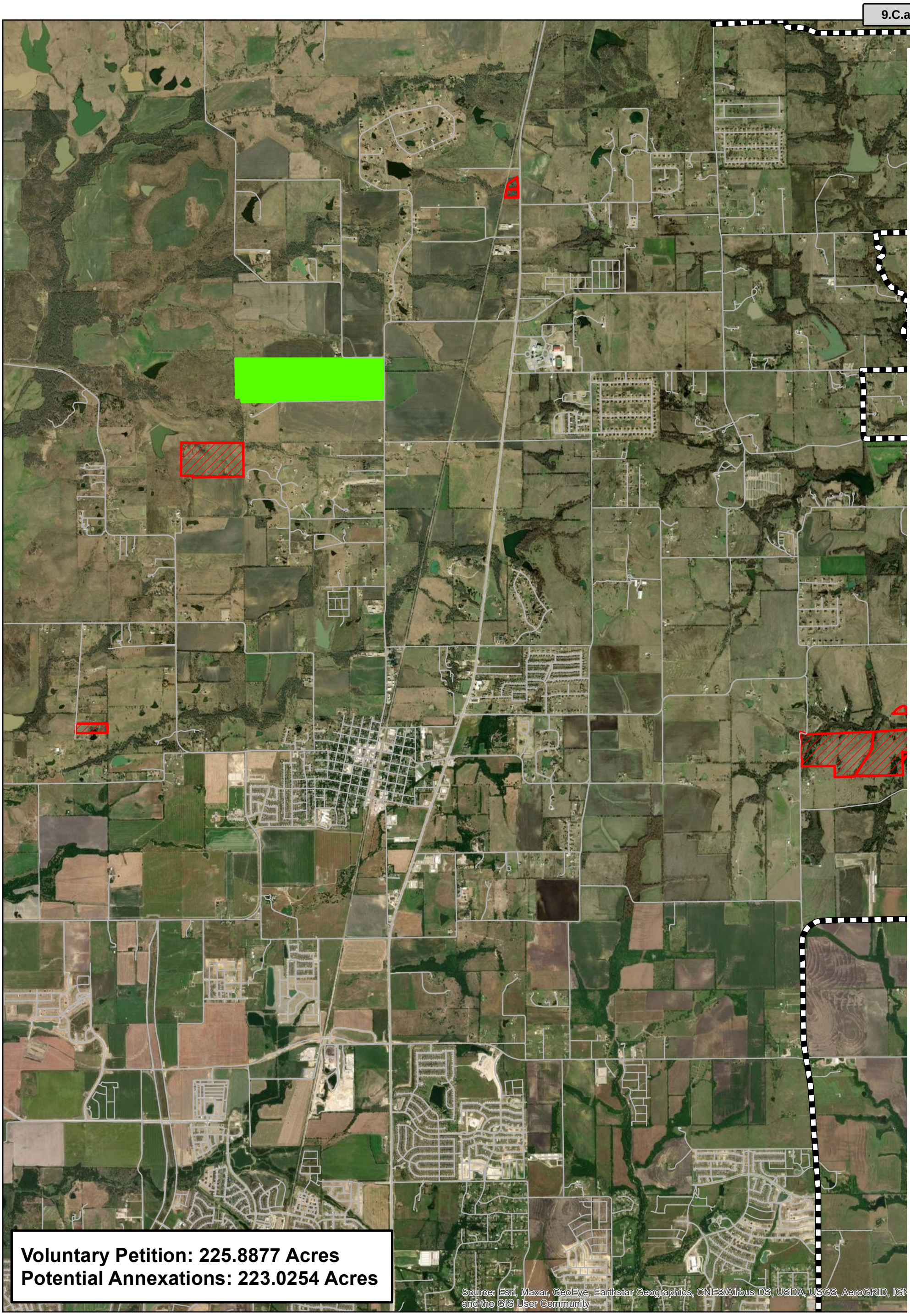
1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2) Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3) Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4) Collin CAD Property ID 985731, being an approximate 53 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey , Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5) Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),
6) Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),

7) Collin CAD Property ID 985777, being an approximate 81.63 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally located east of County Road 127 and approximately 1,500 feet north of County Road 129 (Laney Partners, Ltd.),
8) Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
9) Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
10) Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
11) Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

Background Information:
Please refer to the attachment for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Resolution

Staff Recommendation:
Staff Recommends approval as presented.



CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 7/8/2021

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Development Agreement

N W E S

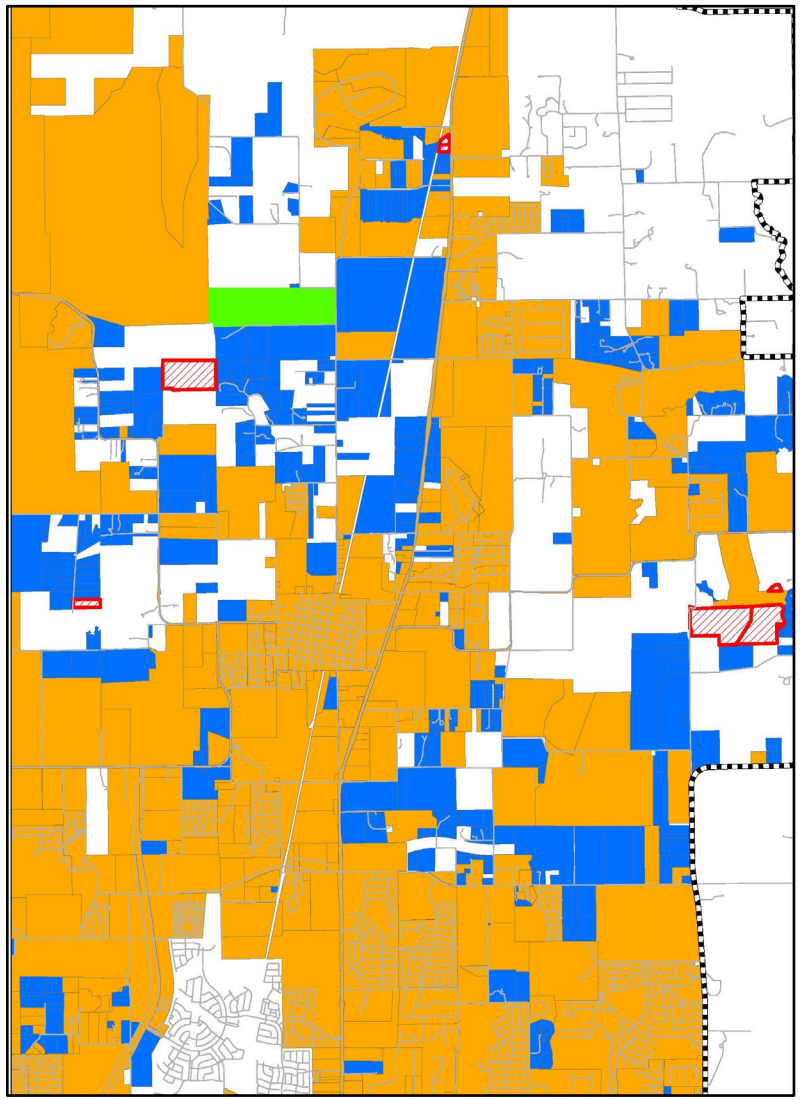
0 3,300 6,600 Feet

ANNEXATION 21-01
PETITION VERIFICATION

City Council
January 11, 2022



ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (21-01 Annexation Petition Verification Resolution)

ANNEXATION TIMELINE

- ~~July 13, 2021 – Annexation Resolution~~
- ~~August 10, 2021 – 1st Public Hearing~~
- January 11, 2022 – Petition Verification
- February 8, 2022 – 2nd Public Hearing
- March 8, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (21-01 Annexation Petition Verification Resolution)

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (21-01 Annexation Petition Verification Resolution)

CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-

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 ±449 ACRES GENERALLY LOCATED WEST OF FUTURE PETERMAN PARKWAY, NORTH OF FUTURE SUNSET BOULEVARD, EAST OF FUTURE LEGACY DRIVE, AND SOUTH OF FUTURE G. A. MOORE PARKWAY, 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. 50-R 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 10, 2021, 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 (21-01 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,**

Attachment: Draft Resolution (21-01 Annexation Petition Verification Resolution)

CELINA, TEXAS 75009, on the following dates and times (the second public hearing shall be not earlier than the 10th day after the first public hearing):

i. February 8, 2022 at 5:00 p.m.; and
ii. March 8, 2022 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.

Attachment: Draft Resolution (21-01 Annexation Petition Verification Resolution)

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of January 2022.

_____
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 (21-01 Annexation Petition Verification Resolution)

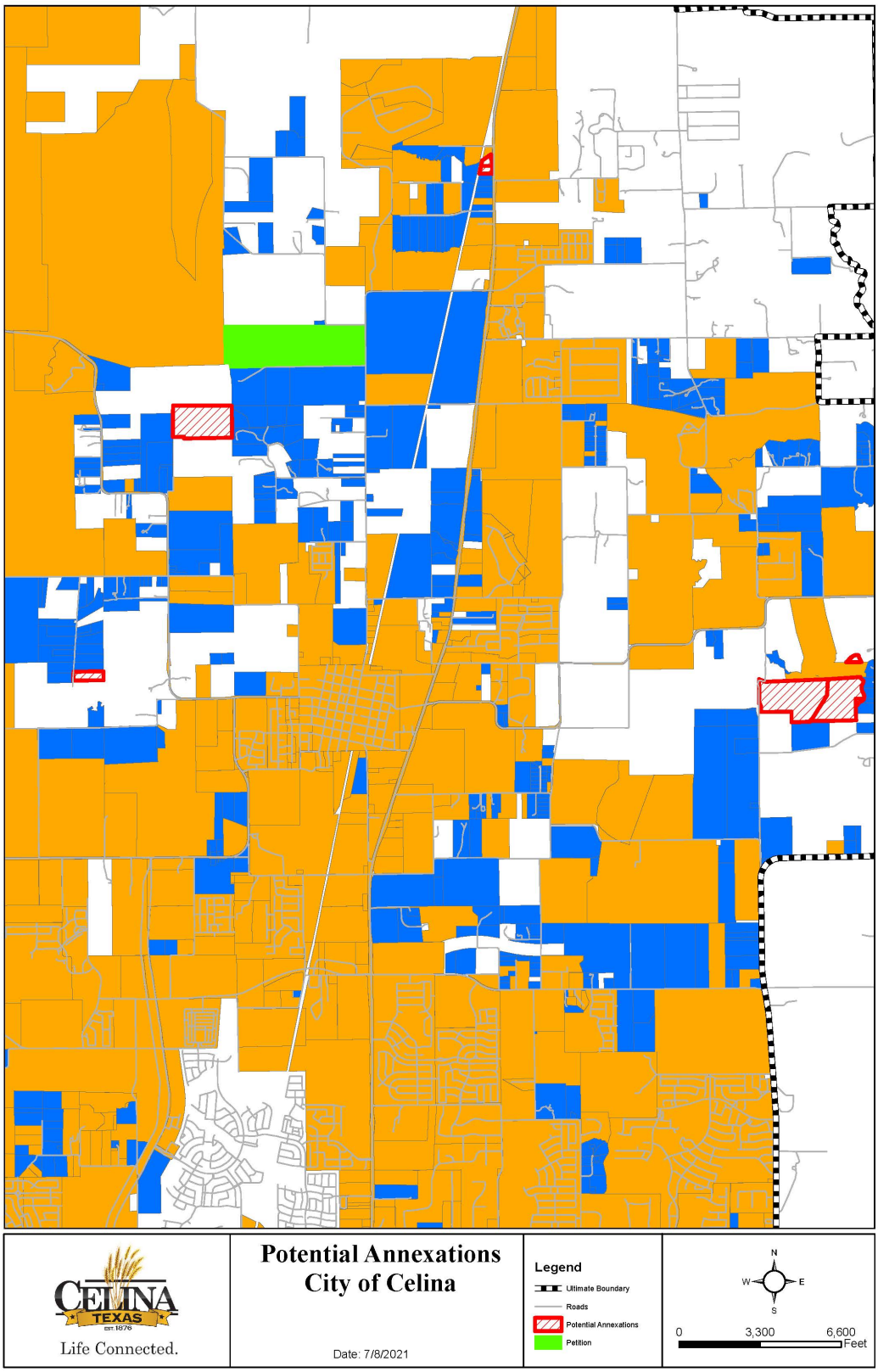
Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 449 acres, generally located in the description below:

1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2) Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
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Attachment: Draft Resolution (21-01 Annexation Petition Verification Resolution)

Exhibit "B"



Attachment: Draft Resolution (21-01 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 (21-01 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 (21-01 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 (21-01 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 (21-01 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.

Attachment: Draft Resolution (21-01 Annexation Petition Verification Resolution)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: January 11, 2022
Re: Sutton Fields East - PID Bond Ordinance

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

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 2022 (SUTTON FIELDS EAST 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 "Sutton Fields East Public Improvement District" (the "District"), pursuant to Resolution No. 2021-96R adopted by the City Council of the City (the "City Council") on October 12, 2021; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on January 11, 2022, 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 an ordinance levying assessments against the benefitting property within Phase #1 (the "Assessment Ordinance") on January 11, 2022; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Sutton Fields East Public Improvement District Service and Assessment Plan, dated January 11, 2022 (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 as Appendix G; 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 purpose of (i) paying a portion of the Actual Costs of the Phase #1 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 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 2022 (Sutton Fields East 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 Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Construction, Funding, and Acquisition Agreement (defined below), (vi) approve

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

the form, terms and provisions of a Landowner Agreement (defined below), and (vii) 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 (i) paying a portion of the Actual Costs of the Phase #1 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 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 February 1, 2022, between the City and U.S. Bank National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary or the Assistant 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, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

amendment thereto (the “Preliminary Limited Offering Memorandum”) and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary or the Assistant City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East 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, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain “Sutton Fields East Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement” (the “Construction, Funding, and Acquisition Agreement”) between the City and MM Sutton Fields East, 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 “Sutton Fields East Public Improvement District Phase #1 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.

SECTION 7. Reimbursement Agreement. That certain "Sutton Fields East 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, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary or the Assistant City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary or the Assistant 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 Improvements.

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 (Sutton Fields East – PID Bond Ordinance)

PASSED AND ADOPTED, this January 11, 2022.

CITY OF CELINA, TEXAS

_____
Mayor Pro Tem

ATTEST:

_____
Assistant City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF FEBRUARY 1, 2022

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of February 1, 2022 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 Sutton Fields East 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 October 12, 2021, 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 October 12, 2021, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2021-96R, 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 October 18, 2021, the City Secretary filed a copy of Resolution No. 2021-96R with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; 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 August 16, 2021; and

WHEREAS, on December 14, 2021, the City Council by Resolution No. 2021-112R made findings and determinations relating to the Actual Costs of certain Phase #1 Improvements, received and accepted a preliminary service and assessment plan and a proposed assessment roll, called a public hearing for January 11, 2022 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice relating to the January 11, 2022 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on December 27, 2021, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing 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 or in which the Authorized Improvements are to be undertaken, to consider the proposed Service and Assessment Plan and the Phase #1 Assessment Roll and the levy of the Assessments on property within Phase #1 of the District; and

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 11, 2022 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 Assessments, the allocation of estimated costs of the Phase #1 Improvements, the purposes of the Assessments, the special benefits of the Phase #1 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 Phase #1 Improvements, 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. 2022-___, 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 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 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 2022 (Sutton Fields East 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 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds 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” mean, with respect to a Phase #1 Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Phase #1 Improvement, as specified in a payment request in a form that has been reviewed and approved by the City.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Phase #1 Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Phase #1 Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Phase #1 Improvement, (d) the costs for external professional costs associated with such Phase #1 Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Phase #1 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 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 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 the Phase #1 Improvements. Administrative Expenses do not include payment of the actual

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Assessments collected for Administrative Expenses 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 Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Phase #1 Assessment Roll attached to the Service and Assessment Plan as Appendix G and related to the Phase #1 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.

"Assessed Parcel" means each parcel of land located within Phase #1 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means Ordinance No. 2022-__ adopted by the City Council on January 11, 2022, which levied the Assessments on the Assessed Property located within Phase #1 of the District.

"Assessments" means the aggregate assessments, shown on the Phase #1 Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Phase #1 Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 $100,000 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 $100,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including, but not limited to the Phase #1 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 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 respective series of the Bonds Similarly Secured by 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 Ordinance" means Ordinance No. 2022-____ adopted by the City Council on January 11, 2022, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond 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 2022 (Sutton Fields East 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"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 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 Phase #1 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.

"Closing Date" means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is February 3, 2022.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment 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 Sutton Fields East, LLC, a Texas limited liability company, and its successors and assigns.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"Development Agreement" means that certain Sutton Fields East Development Agreement by and between the City and the Developer, approved by the City on August 10, 2021, related to development of the property within the District, as the same may be amended from time to time.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s), 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 September 1, 2022.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"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 the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture or any Supplemental 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 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 Assessment Roll" means the assessment roll attached as Appendix G to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds Similarly Secured and the Phase #1 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.

"Phase #1 Construction, Funding, and Acquisition Agreement" means the "Sutton Fields East Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement" by and between the City and the Developer dated as of January 11, 2022, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Phase #1 Improvements within the District, the issuance of bonds, the use of the funds in the Developer Improvement Account, and other matters related thereto.

"Phase #1 Improvements 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.B of the Service and Assessment Plan.

"Phase #1 Reimbursement Agreement" means the "Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement" between the City and the Developer, dated as of January 11, 2022, which provides for the reimbursement of costs to the

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Developer for funds advanced by the Developer and used to pay a portion of the costs of the Phase #1 Improvements and other matters related thereto.

"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.

"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, unless otherwise provided in a Supplemental Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"Reimbursement Payment Request" means a certificate substantially in the form of Exhibit A attached to the Phase #1 Reimbursement Agreement or otherwise approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee requesting reimbursement for the Actual Costs of the Phase #1 Improvements from money on deposit in the Reimbursement Fund as further described in Section 6.12 herein.

"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 "Sutton Fields East Public Improvement District Service and Assessment Plan" dated January 11, 2022, 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 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 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 the 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"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.

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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Improvements, (iii) funding a reserve fund for

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 February 1, 2022 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 Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

[Years	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.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(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 Assessment Ordinance;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed Phase #1 Construction, Funding, and Acquisition Agreement;

(iv) a copy of the executed Phase #1 Reimbursement Agreement;

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(v) a copy of this Indenture executed by the Trustee and the City; and

(vi) 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 or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond 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.

(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 Bonds 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

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payment or redemption date shall be applied to the next payment or payments on such Bonds 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 any Owners of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds 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 or Assistant 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 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 or Assistant 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 the Bonds Similarly Secured, in the aggregate principal amount of all

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bonds for such maturity of such series of the 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 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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, 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 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

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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 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

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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 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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__

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Redemption Date	Sinking Fund Installment ($)

* maturity

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, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(a), 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)

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(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.

(i) 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.

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 respective scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at the Redemption Price of such Bonds 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, any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

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 multiple 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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 Bond Similarly Secured, as applicable, of such series 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

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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.

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 Payment/Transfer 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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.

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 or Assistant 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Phase #1 Improvements Account;

(B) Developer Improvement Account; and

(C) 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.

(i) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Capitalized Interest Account of the Bond Fund: $_____;

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(B) to the Phase #1 Improvements Account of the Project Fund: $_____;

(C) to the Costs of Issuance Account of the Project Fund: $_____;

(D) to the Reserve Account of the Reserve Fund: $_____; and

(E) to the District Administration Account of the Administrative Fund: $_____.

(ii) Funds received from the Developer on the Closing Date of the Bonds in the amount of $_____ shall be paid to the Trustee and deposited or transferred by the Trustee into the Developer Improvement Account of the Project Fund.

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, 2023, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(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 Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Phase #1 Improvements that have been paid by the Developer (including any accrued interest) pursuant to the terms of the Phase #1 Reimbursement Agreement, (v) fifth, to pay Actual Costs of the Phase #1 Improvements, 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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 Improvements that are paid by the Developer, the Trustee shall, pursuant to a completed Reimbursement Payment Request, withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to pay the Developer for funds it paid to fund Actual Costs of the Phase #1 Improvements, including any accrued interest. When all amounts due to the Developer to pay it for the funds it used to pay for Actual Costs of the Phase #1 Improvements 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.

(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 Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(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.

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(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 Phase #1 Improvements Account of the Project Fund, or if the Phase #1 Improvements Account has been closed as provided in Section 6.5(f) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured 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 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 Improvements 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 Improvements Account or the Developer Improvement Account pursuant to a Certification for Payment shall be pursuant to and in 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 made pursuant to a Certification of Payment shall be made first, from the Phase #1 Improvements Account, and second, from the Developer Improvement Account. Such provisions and procedures related to such disbursements contained in the Phase #1 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 Phase #1 Improvements 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 such that, in the opinion of the City Representative, it is unlikely that the amounts in the Phase #1 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 Phase #1 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 Phase #1 Improvements Account of the Project Fund 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 (Sutton Fields East – PID Bond Ordinance)

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Phase #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 Improvements Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Phase #1 Improvements Account of the Project Fund to the Bond Fund and (ii) shall close the Phase #1 Improvements Account. If the Phase #1 Improvements Account is closed as provided above, the Trustee shall transfer any remaining amounts in the Developer Improvement Account of the Project Fund to the Developer and shall close the Developer Improvement Account of the Project Fund. If both the Phase #1 Improvements Account and the Developer Improvement Account have been closed as provided above and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than 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 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 Similarly Secured, 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 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 collected, if any, 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 resume collecting the Additional Interest and shall file a City

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Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds 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 a 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 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

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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.

(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.

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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 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. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. 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.

(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 any City Certificate and to insure that an investment it is

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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 and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, 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 disbursed to the Developer to reimburse the Actual Costs of the Phase #1 Improvements paid from the Developer Improvement Account of the Project Fund. Disbursements shall be made pursuant to this section and the Phase #1 Reimbursement Agreement, based upon approval of a Reimbursement Payment Request by the City Representative. The Reimbursement Payment Request in the form attached as Exhibit A to the Phase #1 Reimbursement Agreement is hereby incorporated into this Indenture. When all amounts due to the Developer to pay it for the funds it has contributed to pay Actual Costs of the Phase #1 Improvements 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 the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

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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 Improvements 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 Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds 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, if any, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

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 Improvements in accordance with the Phase #1 Reimbursement Agreement and the Phase #1 Construction, Funding, and Acquisition 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 Owners 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 Trustee or

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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 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 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, Assistant City Manager, Director of Finance, City Secretary or Assistant 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 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 Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the

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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 Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds 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 Paying Agent/Registrar 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; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds 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 negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Phase #1 Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

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In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the 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

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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 City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Owners 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' written 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 as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy

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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.

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,

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powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. 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.

(a) 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 Trust Estate 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 Owners of Bonds Similarly Secured required for the amendment hereof. Any

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such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) 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;

(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 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.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds 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

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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 and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds 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, 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 sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of 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.

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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 non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

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;

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(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 and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS 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

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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 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.

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Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds 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.

(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

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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.

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.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

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Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds 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 Improvements or to pay amounts due to the Developer pursuant to the Phase #1 Reimbursement 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 and (B) the Developer is not delinquent with respect to fees or any other funds or

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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 from the Developer, through an authorized representative, certifying that no less than thirty (30) certificates of occupancy have been issued for single-family lots located within Phase #1 of the District;

(v) All Phase #1 Improvements have been completed and accepted by the City pursuant to the terms of the Phase #1 Construction, Funding, and Acquisition Agreement and the Phase #1 Reimbursement Agreement;

(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 twenty-five percent (25%) of the Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date of such series of Additional Bonds; 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 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

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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 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

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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. 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.

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.

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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, 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,

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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 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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:

_____
Assistant City Secretary

[CITY SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXHIBIT A

(c) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(SUTTON FIELDS EAST 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 September 1, 2022, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank 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 (Sutton Fields East – PID 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 calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated February 1, 2022 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of February 1, 2022 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Phase #1 Improvements , (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 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 (Sutton Fields East – PID 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 $100,000 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

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The 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, pursuant to the provisions of the Indenture, 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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

_____
Assistant City Secretary, City of Celina, Texas

[City Seal]

(d) 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]

(e) 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: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

By:_____
Authorized Signatory

(f) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(g) 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 (%)"

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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 (Sutton Fields East – PID Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

BOND PURCHASE AGREEMENT

January 11, 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and U.S. Bank 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 2022 (Sutton Fields East 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 financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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 February 1, 2022 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on [CLOSING DATE], 2022 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the "City Council") on January 11, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of February 1, 2022, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Assessments") levied on the assessable parcels within Phase #1 of the Sutton Fields East Public Improvement District (the "District"). The District was established by a resolution enacted by the City Council on October 12, 2021 (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 Improvements 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 11, 2022 (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.

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 Improvements (as defined in the Indenture) that will benefit Phase #1 of the District, (ii) paying a

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portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 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 and administration 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 [PLOM DATE], 2022 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board ("MSRB") Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the

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Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE PHASE #1 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Improvements 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

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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 Sutton Fields East Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement between MM Sutton Fields East , LLC, a Texas limited liability company (the "Developer") and the City dated January 11, 2022 (the "CFA Agreement"),

(4) the "Sutton Fields East Development Agreement" between the City and the Developer, effective as of October 15, 2021, (the "Development Agreement");

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of February 1, 2022 (the "City Continuing Disclosure Agreement"), executed and delivered by the City, MuniCap Inc., and HTS

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Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

(6) the Sutton Fields Public Improvement District Phase #1 Reimbursement Agreement dated as of January 11, 2022, executed by the City and the Developer (the "Reimbursement Agreement"); and

(7) the Sutton Fields East Public Improvement District Phase #1 Landowner Agreement dated as of January 11, 2022 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 Reimbursement 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.

(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.

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(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent

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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 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 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Improvements 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."

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(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 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Improvements 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 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.

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(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.

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

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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 Reimbursement Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of February 1, 2022 executed and delivered by the Developer and MuniCap, Inc. as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. as dissemination agent (the "Continuing Disclosure Agreement of the Developer," and together with the Developer Letter of Representations, the Development Agreement, the CFA Agreement, the Reimbursement 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

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construction of the Phase #1 Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a

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stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or

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enforceability of the Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry

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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 subcaptions "The City's Compliance with Prior Undertakings" and "The Developer"), "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

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(iv) The Indenture, the Development Agreement, the CFA Agreement, the Reimbursement 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;

(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

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(iv) the City has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in

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the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, 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 attached as Appendix E to the Limited Offering Memorandum.

(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.

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(q) Evidence of Filing of Creation Resolution, Assessment Ordinance, and Landowner Agreement. Evidence that (i) the Creation Resolution, including legal description 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, including legal description of Phase #1 of the District by metes and bounds, 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 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

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on behalf of the City by the City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the City as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the sale date, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds

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to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

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12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 N. Ohio Street, Celina, Texas 76201, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided

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the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

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 United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

25. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i)the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

[*Remainder of this page intentionally left blank*]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 (Sutton Fields East – PID Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

SCHEDULE I

$[PAR AMOUNT]
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SUTTON FIELDS EAST 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 (Sutton Fields East – PID Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

[CLOSING DATE], 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR AMOUNT] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East 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 Sutton Fields East, 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 (Sutton Fields East – PID 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 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 "Sutton Fields East Development Agreement" between the City and the Developer, effective as of October 15, 2021, (the "Development Agreement");

(c) that certain Sutton Fields East Public Improvement District Phase #1 Improvements Construction, Funding, and Acquisition Agreement between the Developer and the City dated January 11, 2022 (the "CFA Agreement");

(d) that certain Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement between the Developer and the City dated January 11, 2022 (the "Reimbursement Agreement");

(e) that certain Sutton Fields East Public Improvement District Phase #1 Landowner Agreement dated as of January 11, 2022 executed by the City and the Developer (the "Landowner Agreement"); and

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(f) that certain Continuing Disclosure Agreement of the Developer, dated as of February 1, 2022 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 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 Phase #1 Improvements and the Development, as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer," and "SOURCES OF INFORMATION; MISCELLANEOUS" (only as it

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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 PHASE #1 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 Phase #1 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 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 (Sutton Fields East – PID Bond Ordinance)

DEVELOPER:

MM SUTTON FIELDS EAST, 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 (Sutton Fields East – PID Bond Ordinance)

APPENDIX B

$[PAR AMOUNT]
CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SUTTON FIELDS EAST 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.

(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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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 11, 2022.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXECUTED and DELIVERED this _____, 2022.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 (Sutton Fields East – PID Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

[CLOSING DATE], 2022

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 2022
(SUTTON FIELDS EAST 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 2022 (Sutton Fields East 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 11, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of February 1, 2022 (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 11, 2022 between the City and FMSbonds, Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the City, and for the purposes of rendering this opinion, we have reviewed the following (the "Reviewed Documents"):

(a) Resolution No. [_____] (the "Creation Resolution"), enacted by the City Council on October 12, 2021.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(b) The Phase #1 Assessment Ordinance, adopted by the City Council on January 11, 2022 (the "Assessment Ordinance").

(c) The Bond Ordinance.

(d) The Indenture.

(e) That certain "Sutton Fields East Development Agreement" between the City and the Developer, effective as of October 15, 2021 (the "Development Agreement");

(f) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of January 11, 2022 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City, MuniCap Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., (the "Dissemination Agent");

(h) That certain Sutton Fields East Public Improvement District Phase #1 Improvements Construction, Funding, and Acquisition Agreement between the City and the Developer dated January 11, 2022 (the "CFA Agreement");

(i) That certain Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement between the City and the Developer dated January 11, 2022 (the "Reimbursement Agreement"); and

(j) That certain Sutton Fields East Public Improvement District Phase #1 Landowner Agreement dated as of January 11, 2022 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 Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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.

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

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accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

4. The performance by the City of the obligations under the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

5. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Reviewed Documents.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" (first paragraph only) and "—Assessment Amounts," "THE CITY – Background and City Government" "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" 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 VP of Entitlements Sean Terry", based solely on information provided by the Assistant City Manager of the City in December 2020, neither the City Attorney nor the City Manager had been contacted by the Federal Bureau of Investigation.

7. The execution and delivery of the Reviewed Documents and the compliance with the provisions of the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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

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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 (Sutton Fields East – PID Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Developer, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP Bond Counsel to the City; (ii) Miklos Cinclair Law, PLLC; and (iii) Winstead PC counsel to the Underwriter.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 (Sutton Fields East – PID Bond Ordinance)

APPENDIX D

[LETTERHEAD OF MIKLOS CINCLAIR]

[CLOSING DATE], 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank 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 2022
(SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to MM Sutton Fields East , 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 2022 (Sutton Fields East Public Improvement District Phase #1 Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of February 1, 2022 (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 "Sutton Fields East" (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 11, 2022 (the *"Bond Purchase Agreement"),* between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 "*Sutton Fields East Development Agreement*" between the City and the Developer, effective as of October 15, 2021;

(2) the *Sutton Fields East Public Improvement District Phase #1 Improvements Construction, Funding, and Acquisition Agreement* between the Developer and the City dated January 11, 2022;

(3) *the Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement* dated as of January 11, 2022 executed by the City and the Developer;

(4) the *Sutton Fields East Public Improvement District Phase #1 Landowner Agreement* dated as of January 11, 2022 executed by the City and the Developer;

(5) the *Continuing Disclosure Agreement of Developer* dated as of February 1, 2022 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 11, 2022;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "*Developer Certificate")*;

(c) The Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(d) The final Limited Offering Memorandum, dated January 11, 2022, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(e) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 (Sutton Fields East – PID 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 or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 PHASE #1 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 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 (Sutton Fields East – PID 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 (Sutton Fields East – PID 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:_____
Its: _____

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

MM Sutton Fields East , LLC, a Texas limited liability company (the "Developer") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

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 2022 (Sutton Fields East Public Improvement District Phase #1 Project) (the "Bonds"), pursuant to the City's Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 and Limited Offering Memorandum dated January 11, 2022 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations dated January 11, 2022;

(b) that certain "Sutton Fields East Development Agreement" between the City and the Developer, effective as of October 15, 2021;

(c) that certain Sutton Fields East Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement between the Developer and the City dated January 11, 2022;

(d) that certain Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement between the Developer and the City dated January 11, 2022;

(e) the Sutton Fields East Public Improvement District Phase #1 Landowner Agreement dated as of January 11, 2022 executed by the City and the Developer; and

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(f) that certain Continuing Disclosure Agreement of the Developer, dated as of February 1, 2022 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 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 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, receiver or

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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: _____, 2022

[*Signature page to follow*]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

DEVELOPER:

MM SUTTON FIELDS EAST , 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 (Sutton Fields East – PID Bond Ordinance)

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES]

[CLOSING DATE], 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Phase #1 of the Sutton Fields East Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of Integra Realty Resources DFW, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [PLOM DATE], 2022, and the Limited Offering Memorandum for the Bonds, dated on or about January 11, 2022 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information I have provided is the real estate appraisal of the property 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 [CLOSING DATE], 2022) which would render any such information in the Limited Offering Memorandum

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

_____

_____

By: _____

Its: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

APPENDIX G

[LETTERHEAD OF ASSESSMENT CONSULTANT AND ADMINISTRATOR]

[CLOSING DATE], 2022

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East 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 Sutton Fields East Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about January 11, 2022 (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts", "OVERLAPPING TAXES AND DEBT," and "THE 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 (Sutton Fields East – PID 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 [CLOSING DATE], 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of February 1, 2022 (this "Disclosure Agreement") is executed and delivered by and between the City of Celina, Texas (the "Issuer"), MuniCap, Inc., (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of February 1, 2022, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" shall have the meaning assigned to such term in the Indenture.

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Affiliate" shall have the meaning assigned to such term in Section 22 of this Disclosure Agreement.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"Annual Service Plan Update" shall have the meaning assigned to such term in the Indenture.

"Assessment" shall have the meaning assigned to the term "Assessments" in the Indenture.

"Assessed Property" shall mean, collectively, all Assessed Parcels.

"Audited Financial Statements" shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

"Authorized Improvements" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

"Developer" shall mean Sutton Fields East, L.P., a Texas limited partnership, and its designated successors and assigns.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of February 1, 2022 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Sutton Fields East Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"Fiscal Year" shall mean the Issuer's fiscal year, currently the calendar year from October 1 through September 30.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Phase #1" shall have the meaning assigned to such term in the Indenture.

"Phase #1 Improvements" shall mean the Authorized Improvements which only benefit property within Phase #1 of the District, as described in Section III of the Service and Assessment Plan.

"Participating Underwriter" shall mean FMSbonds, Inc. and its successors and assigns.

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

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have meaning assigned to such term in the Indenture.

"Trustee" shall mean U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2022, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB (i) not later than six (6) months after the end of the Issuer's Fiscal Year, its Annual Financial Information and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Financial Information or Audited Financial Statements, as applicable, pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing or incorporating by reference the information set forth in Section 4 hereof;

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which such financial information or financial statements shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information*. Within six (6) months after the end of each Fiscal Year, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Sections 4(a)(ii)(A) and 4(a)(ii)(B) of Exhibit B attached hereto. Such information shall be provided: (a) as of the end of the Fiscal Year (for tables in Section 4(a)(ii)(A) of Exhibit B), and (b) both as of the end of the Fiscal Year and through February 1 of the calendar year immediately succeeding such Fiscal Year (for tables in Section 4(a)(ii)(B) of Exhibit B).

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in Phase #1.

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total the Assessments levied within Phase #1, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in Phase #1 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Phase #1 since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2022.

(v) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of Assessments due in any fiscal year, a list of delinquent property owners.

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements*. Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc., as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Phase #1 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Additional Obligations will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Audited Financial Statements or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Audited Financial Statements or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Phase #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Phase #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT OR THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessments Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Phase #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator, each respectively, and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator, each respectively, understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[*Signature pages follow*.]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
Assistant City Manager

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project)
Date of Delivery:	_____, 20__
CUSIP Numbers:	[Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Financial Information] [Audited Financial Statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of February 1, 2022, between the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20___

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Section 4(a)(i)(A)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)(A)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top Phase #1 Assessment Payers[(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the Phase #1 of the District

The [YEAR] certified total assessed value for the land in the Phase #1 of the District is approximately $[AMOUNT] according to the Denton Central Appraisal District.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Section 4(a)(ii)(B)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR

Foreclosure History Related to the Assessments

Time Period	Parcels in Foreclosure Proceedings	Delinquent Phase #1 Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

Collection and Delinquency History of Assessments

Time Period	Total Phase #1 Assessment Levied	Parcels Levied[1]	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected[2]
[FISCAL YEAR END]	$		$	%	$	%	$
[FEB 1. OF CURRENT YEAR][3]	$		$	%	N/A	N/A	$

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
[2] [Does/does not] include interest and penalties.
[3] Collected as of February 1, 20__.

History of Prepayment of Assessments

Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(iii) - (vi)
[Insert a line item for each applicable listing]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing**. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

		such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
April 1	**59/60**	At this point, if total delinquencies are under 5% and if there is adequate funding for September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.** **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.**
July 1	**152/153**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures. **Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.** **Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and

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		if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).
		Foreclosure action to be filed with the court.
		Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.
		If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Special Assessments.

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EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of January 11, 2022, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **MM SUTTON FIELDS EAST, 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 Improvements actually paid or incurred for construction and installation of the Phase #1 Improvements in accordance with the Service and Assessment Plan.

"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 improvements authorized by Section 372.003 of the Act.

"Bond Ordinance" means the ordinance adopted by the City Council on January 11, 2022 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 2022 (Sutton Fields East Public Improvement District Phase #1 Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Phase #1 Improvements 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

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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 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 a Phase #1 Improvement. "Construction Contract" means any one of the Construction Contracts.

"Cost" means the Budgeted Costs or the cost of a Phase #1 Improvement as reflected in a Construction Contract, if greater than the Budgeted Costs.

"Costs of Issuance Account" 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 Improvement, the Actual Cost, as appropriate, of such Phase #1 Improvement in excess of the Budgeted Cost.

"Developer Improvement Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Development Agreement" means that certain Sutton Fields East Development Agreement executed by and between the City and the Developer, effective October 15, 2021, and as the same may be amended from time to time.

"District" shall mean the Sutton Fields East Public Improvement District created October 12, 2021.

"Final Completion" means completion of a Phase #1 Improvement in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

"Indenture" means that certain Indenture of Trust between the City and U.S. Bank National Association, as trustee, dated as of February 1, 2022 relating to the Bonds.

"**Mustang SUD**" means Mustang Special Utility District.

"Phase #1 Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Phase #1 Improvements" means the Authorized 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.

"Plans" means the plans, specifications, schedules and related construction contracts for the Phase #1 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 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 Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement dated as of January 11, 2022, by and between the City and the Developer providing for the construction and financing of certain Phase #1 Improvements by the Developer for which the Developer will later be reimbursed by the City pursuant to the Act

"Service and Assessment Plan" means the Sutton Fields East Public Improvement District Service and Assessment Plan adopted by a City ordinance on January 11, 2022 by the City Council, prepared pursuant to the Act.

"Substantial Completion" means the time at which the construction of a Phase #1 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) 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) 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 Improvements.

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(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 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 Phase #1 Improvements in accordance with the terms and limitations of the Development Agreement, this 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 Improvements 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 Improvements prior to the issuance of the Phase #1B Bonds

(d) All Phase #1 Improvements 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 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 in part with the proceeds of the Bonds are the Phase #1 Improvements. The payment of costs from the proceeds of the Bonds for such Phase #1 Improvements shall be made from the Phase #1 Improvements Account of the Project Fund

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established under the Indenture. The payment of costs of the Phase #1 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 Improvements shall be limited to the lesser of the Actual Costs or 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 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 Phase #1 Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Phase #1 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.

(f) The Developer acknowledges that as a result of the anticipation (but without guarantee) 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 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 Improvements 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 IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Phase #1 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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 Phase #1 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 Phase #1 Improvement and, upon completion, inspection, and acceptance, convey each such Phase #1 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 or other funds or account created under the Indenture 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 Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Phase #1 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 Phase #1 Improvements.

Section 4.04. Remaining Funds After Completion of a Phase #1 Improvement. Upon the Final Completion of a Phase #1 Improvement and payment of all outstanding invoices for such Phase #1 Improvement, if the Actual Cost of such Phase #1 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. 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 Improvements and shall include this update in the next Annual Service Plan Update. Any Cost Underrun for any Phase #1 Improvement is available to pay Cost Overruns on any other Phase #1 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")

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required for the construction of the Phase #1 Improvements. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of a Phase #1 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 Costs of Issuance Account of the Project Fund or from the Phase #1 Improvements 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 Improvement from the respective Phase #1 Improvements Account of the Project Fund or the Developer Improvement Account of the Project Fund at closing of the Bonds, 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 Costs of Issuance Account of the Project Fund, the Phase #1 Improvements 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.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on a Phase #1 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 Improvement) shall conduct a review in order to confirm that such request is complete, that the work with respect to such Phase #1 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

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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 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.

(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 Improvements Account of the Project Fund; 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, unless a Cost Overrun amount has been approved for a particular Phase #1

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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 identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Phase #1 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 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 Improvement 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 Improvement 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 Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF PHASE #1 IMPROVEMENT

Section 6.01. Phase #1 Improvement to be Owned by the City or Mustang SUD– Title Evidence. If required by the City or Mustang SUD, as applicable, the Developer shall furnish to the City or Mustang SUD, as applicable, a preliminary title report for land with respect to a Phase #1 Improvement to be acquired and accepted by the City or Mustang SUD, as applicable, from the Developer and not previously dedicated or otherwise conveyed to the City or Mustang SUD, as applicable, for review and approval at least thirty (30) calendar days prior to the transfer of title of

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a Phase #1 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 Phase #1 Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Phase #1 Improvement Constructed on City Land or Developer Land. If the Phase #1 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 Phase #1 Improvement. If the Phase #1 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 Phase #1 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 Phase #1 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 Phase #1 Improvement. The provisions for inspection and acceptance of such Phase #1 Improvement 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 Improvements in violation of any

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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 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 costs associated with the Phase #1 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 Phase #1 Improvements, the Developer covenants to 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 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 Phase #1 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 Development Agreement. Developer shall provide as-built plans for all Phase #1 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 the Phase #1 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").

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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 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 "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 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 PHASE #1 IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PHASE #1 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 PHASE #1 IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PHASE #1 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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 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 Phase #1 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

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(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 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 a Phase #1 Improvement hereunder, except as otherwise may be provided in such written consent.

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 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 a Phase #1 Improvement only as provided for under the terms of the Indenture and this Agreement prior

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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 Improvements, provided that the Developer shall receive payment of the Actual Costs of any Phase #1 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 Phase #1 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 Phase #1 Improvements 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 Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

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 (including any refunding bonds issued to fund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Phase #1 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 Phase #1 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 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 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, 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 Sutton Fields East, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for a Phase #1 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 Phase #1 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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. This Agreement may be amended upon agreement of the parties, 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.

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 (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement, the Reimbursement Agreement, or the Development Agreement, this Agreement, the Reimbursement Agreement and the Development Agreement shall not terminate with respect to the costs of the Phase #1 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. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas

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Government Code, 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 will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the 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. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.17. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business

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purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.18. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or

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adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Execution pages follow.]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of January 11, 2022.

CITY OF CELINA, TEXAS

By: _____
Name: Mindy Koehne
Title: Mayor Pro Tem

ATTEST:

_____
Name: David Amsler
Title: Assistant City Secretary

(City Seal)

APPROVED AS TO FORM

_____
Julie Fort, Attorney for the City

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

DEVELOPER:

MM Sutton Fields East, 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 (Sutton Fields East – PID Bond Ordinance)

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MM Sutton Fields East, LLC, (the "Developer") and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Phase #1 Improvements Account of the Project Fund] (as defined in the Sutton Fields East 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 Sutton Fields East 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 Sutton Fields East 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 Sutton Fields East Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 SUTTON FIELDS EAST, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 Costs of Issuance Account of the Project Fund and/or the Phase #1 Improvements 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 Sutton Fields East 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.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Exhibit B

CERTIFICATION FOR PAYMENT FORM – PHASE #1 IMPROVEMENTS

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for MM Sutton Fields East, LLC, (the "Developer") and requests payment from the [Phase #1 Improvements 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 related to the Sutton Fields East Public Improvement District:

[insert specific Phase #1 Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Sutton Fields East Public Improvement District Phase #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) 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) 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) identified above, and such costs (i) are in compliance with the Sutton Fields East 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 Sutton Fields East 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 for the payment hereby requested have been satisfied.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

6. The work with respect to the Phase #1 Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Phase #1 Improvement(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Phase #1 Improvement(s) identified above being paid, then the work with respect to the Phase #1 Improvement(s) have been completed and the City or Mustang Special Utility District, as applicable has inspected AND accepted the Phase #1 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	**Total Cost of Phase #1 Improvement**	**Budgeted Cost of Phase #1 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 Sutton Fields East 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 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 SUTTON FIELDS EAST, LLC

By:_____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from 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 Sutton Fields East 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.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

EXHIBIT E

LANDOWNER AGREEMENT

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #1
LANDOWNER AGREEMENT

This **SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #1 LANDOWNER AGREEMENT** (the "Agreement") is entered into as of January 11, 2022, between the City of Celina, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and MM Sutton Fields East, 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's Parcel") which is located within the Sutton Fields East 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 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 Phase #1 Assessed Property (as defined in the Service and Assessment Plan) 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; 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.

I.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 Improvements on the Landowner's 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 G to the Service and Assessment Plan (the "Phase #1 Assessment Roll");

(ii) the Phase #1 Improvements 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 (Sutton Fields East – PID 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 the Landowner's 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;

(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); and

(xi) Landowner is responsible for prepayments required by the Service and Assessment Plan.

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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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 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 IMPROVEMENTS

A. Ownership and Transfer of Phase #1 Improvements. Landowner acknowledges that all of the Phase #1 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 Phase #1 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 Phase #1 Improvements 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 Improvements 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 Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Phase #1 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 Phase

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

#1 Improvements 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.

(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 Improvements 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).

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

(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 Phase #1 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 Phase #1 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 Sutton Fields East, 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 (Sutton Fields East – PID 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 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. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the 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. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production,

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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

Date: January 11, 2022

CITY OF CELINA, TEXAS

By: _____
Mindy Koehne, Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022 by Mindy Koehne, 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 (Sutton Fields East – PID Bond Ordinance)

LANDOWNER

MM Sutton Fields East, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Sutton Fields East, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Varner, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

COMMENCING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 1527.10 feet to the POINT OF BEGINNING of the hereon tract described;

THENCE North 00º41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 1458.11 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, for a distance of 1476.44 feet to a point for corner;

THENCE South 89º55'15" West, over and across said Carey tract, a distance of 1555.11 feet to the POINT OF BEGINNING, containing an area of 51.890 acres of land.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 _____, 2022 by MM Sutton Fields East, 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 Sutton Fields East 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 (Sutton Fields East – PID 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 (Sutton Fields East – PID 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 Improvements 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 (Sutton Fields East – PID Bond Ordinance)

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

MM Sutton Fields East, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Sutton Fields East, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Draft Bond Ordinance (Sutton Fields East – PID 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 (Sutton Fields East – PID Bond Ordinance)

EXHIBIT F

REIMBURSEMENT AGREEMENT

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
PHASE #1 REIMBURSEMENT AGREEMENT

This Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement (this "Reimbursement Agreement") is executed between the City of Celina, Texas (the "City") and MM Sutton Fields East, LLC, a Texas limited liability company (the "Developer") to be effective as of January 11, 2022 (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 *Sutton Fields East Public Improvement District Service and Assessment Plan*, dated January 11, 2022, as the same may be amended from time to time (the "SAP") as originally approved by Ordinance No. _____ passed and approved by the City Council of the City (the "City Council") on January 11, 2022 ("Ordinance No._____"); and

WHEREAS, on October 12, 2021, the City Council passed and approved Resolution No. 2021-96R (the "Creation Resolution") authorizing the creation of the Sutton Fields East Public Improvement District (the "District") covering approximately 110 acres of land described by metes and bounds attached to 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 14, 2021, the City Council passed and approved a resolution determining, among other things, the estimated costs of the Phase #1 Improvements, including costs related to the issuance of the Series 2022 Phase #1 Bonds (defined herein) to be approximately $9,500,000.00; and

WHEREAS, Table III-A of the SAP sets forth the total costs of the Phase #1 Improvements, excluding costs related to the Series 2022 Phase #1 Bonds to be $7,471,074.00 (the "Phase #1 Improvements Costs"); and

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 Improvements in accordance with the Phase #1 Assessment Roll attached as Appendix G to the SAP; and

WHEREAS, on January 11, 2022, the City Council adopted Ordinance No. _____ authorizing the issuance and sale of its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project)" (the "Series 2022 Phase #1 Bonds") to finance a portion of the Phase #1 Improvements Costs; and

WHEREAS, a portion of the Phase #1 Assessment Revenues are dedicated and pledged to secure repayment of the Series 2022 Phase #1 Bonds as provided in the Phase #1 Assessment Roll and the Series 2022 Phase #1 Bonds are secured under the Indenture of Trust, dated February 1, 2022 (the "Series 2022 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 "Sutton Fields East Public Improvement District Phase #1 Construction, Funding, and Acquisition Agreement" dated as of January 11, 2022 (the "Construction Funding Agreement") for the construction of the Phase #1 Improvements; and

WHEREAS, the Parties intend for the portion of the Phase #1 Improvements Costs that is not financed by the Series 2022 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 Improvements and has established a "Phase #1 Improvements Account" and a "Developer Improvement Account" within such Project Fund under the Series 2022 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 2022 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 a portion of the costs of the Phase #1 Improvements paid from the Developer Improvement Account of the Project Fund under the Series 2022 Phase #1 Bond Indenture; and

WHEREAS, pursuant to the Series 2022 Phase #1 Bond Indenture, amounts deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund shall be

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transferred to the Reimbursement Fund pursuant to a completed Reimbursement Payment Request (defined herein) and used solely and exclusively to pay and reimburse the Developer for a portion of the costs of the Phase #1 Improvements 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:

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 2022 Phase #1 Bond Indenture.

3. Developer shall make, or cause to be made, deposits of $1,348,774.00 to the Developer Improvement Account of the Project Fund (the "Developer Deposit") on the Closing Date (as defined in the Series 2022 Phase #1 Bond Indenture) of the Series 2022 Phase #1 Bonds. The Phase #1 Improvements Costs shall be paid first from the Phase #1 Improvements Account of the Project Fund 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 herein and in the Series 2022 Phase #1 Bond Indenture, 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 Improvements incurred by the Developer, but not to exceed the budgeted costs, of the Phase #1 Improvements, as set forth in the SAP, 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, 2052 (the "Maturity Date"); provided, however, the principal amount of the Reimbursement Amount shall not exceed **$1,100,000.00**. 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 2022 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

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(ii) immediately above. The Phase #1 Improvements Costs are authorized by the Act and approved by the City Council and represents the estimated cost of the Phase #1 Improvements, a portion of which has been assessed against the Phase #1 Assessed Property for the Phase #1 Improvements which are eligible public improvements 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 following the execution of this Reimbursement Agreement, and (y) ____% for years six through 31 or until Future Phase #1 Bonds are sold, if ever. If 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. Reimbursement to the Developer from the Reimbursement Fund as set forth in this section shall be made pursuant to a completed reimbursement form (the "Reimbursement Payment Request"), as set forth in **Exhibit A** attached hereto.

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. Interest shall accrue on the amount withdrawn from the Developer Improvement Account of the Project Fund pursuant to a Certification for Payment (as defined in the Construction Funding Agreement) from the date of each withdrawal until payment from the Reimbursement Fund. 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:

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

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 2022 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 in the Series 2022 Phase #1 Bond Indenture and this Reimbursement Agreement, or (ii) from the net proceeds of any Future Phase #1 Bonds.

6. Within fifteen (15) business days of receipt of any Reimbursement Payment Request, the City shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the Trustee for payment (from those funds available in the Reimbursement Fund), or (ii) in the event the City disapproves the Reimbursement Payment Request, give written notification to the Developer of the City's disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall deliver such partially approved Reimbursement Payment Request to the Trustee for payment.

7. 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 Improvements 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

Pledged Revenue Account of the Pledged Revenue Fund under the Series 2022 Phase #1 Bond Indenture, and (ii) amounts deposited into any funds created for such purpose under any supplemental 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.

8. If on the latest of the final maturity date of the Series 2022 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 2022 Phase #1 Bonds and outstanding Future Phase #1 Bonds and second, paid to the Developer and applied to the Unpaid Balance.

9. 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 2022 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, however, no Transfer shall be effective until five days after notice of the Transfer, including, for each Transferee, the information required by Section 17 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.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

10. The inability or failure of the City to issue Future Phase #1 Bonds shall not constitute a Failure or Default under this Reimbursement Agreement.

11. 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 2022 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.

12. If the Developer is in compliance with that certain Sutton Fields East Development Agreement, effective October 15, 2021 (the "Development Agreement") and following the City's and/or Mustang SUD's inspection and approval of the Phase #1 Improvements 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, in accordance with and under the Series 2022 Phase #1 Bond Indenture to pay the Unpaid Balance.

13. 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 Improvements 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 Unpaid Balance and to pledge the Phase #1 Assessment Revenues as security for the Series 2022 Phase #1 Bonds.

14. 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.

15. 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

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

issuance of any Future Phase #1 Bonds by the City Council is a governmental function within the City's sole discretion.

16. 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.

17. 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 Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

To the Developer: Attn: Mehrdad Moayedi
MM Sutton Fields East, 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

18. 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.

19. 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 in accordance with and under the Series 2022 Phase #1 Bond Indenture and the net proceeds of Future Phase #1 Bonds as provided in Sections 10 and 11 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.

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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.

20. To the extent there is a conflict between this Reimbursement Agreement and the Series 2022 Phase #1 Bond Indenture, the Series 2022 Phase #1 Bond Indenture shall control as the provisions relate to the proceeds of the Series 2022 Phase #1 Bonds, the Developer Deposit, or the collection and transfer of the Phase #1 Assessment Revenues. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control.

21. 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.

22. 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.

23. 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.

24. This Reimbursement Agreement may be amended only by written agreement of the Parties.

25. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

26. 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.

27. 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

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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.

28. No Boycott Israel. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, 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 will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

29. Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the 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. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

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30. Verification Regarding Energy Company Boycotts. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

31. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association,

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(ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of January 11, 2022.

CITY OF CELINA

By: _____
Name: Mindy Koehne
Title: Mayor Pro-Tem

APPROVED AS TO FORM

_____
Name: _____
Title: Attorney for the City

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

DEVELOPER

MM Sutton Fields East, 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 (Sutton Fields East – PID Bond Ordinance)

EXHIBIT A

REIMBURSEMENT PAYMENT REQUEST

REIMBURSEMENT REQUEST NO. ____

Reference is made to that certain Indenture of Trust by and between the City and U.S. Bank National Association (the "Trustee") dated as of February 1, 2022 (the "Indenture") relating to the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

The undersigned is an agent for MM Sutton Fields East, LLC, a Texas limited liability company (the "Developer") and requests reimbursement to the Developer (or to the person designated in writing by the Developer) from the Reimbursement Fund under the Indenture for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Phase #1 Improvements providing a special benefit to property within Phase #1 of the Sutton Fields East Public Improvement District (the "Phase #1 Improvement Costs") and accrued interest thereon.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The Phase #1 Improvement Costs set forth in this Reimbursement Payment Request relate to Phase #1 Improvement Costs that have previously been paid from the Developer Improvement Account of the Project Fund pursuant to Certification for Payment Certificate No. ___ and such request in in accordance with the provisions of the Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement, including limitations regarding the maximum amount due to be reimbursed to the Developer contained therein. .

2. Such Certification for Payment Certificate No. ____ has been duly approved by the City and all representations of the Developer pursuant to Certification Payment Certificate No. ___ are true and remain in effect as of the date hereof.

3. The amount requested to be paid pursuant to of the Reimbursement Payment Request is $_____ (consisting of $_____ in Phase #1 Improvement Costs and $_____ in accrued interest).

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

Attachment: Draft Bond Ordinance (Sutton Fields East – PID Bond Ordinance)

MM SUTTON FIELDS EAST, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Payment Request, acknowledges the Reimbursement Payment Request, and finds the Reimbursement Payment Request to be in order. After reviewing the Reimbursement Payment Request, the City approves the Reimbursement Payment Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer in writing.

Principal Amount to be paid by Trustee from Reimbursement Fund	Interest to be paid by the Trustee from the Reimbursement Fund	Total Amount to be paid by Trustee from the Reimbursement Fund
$_____	$_____	$_____

CITY OF CELINA, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

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