



**PLANNING & ZONING COMMISSION
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, MAY 21, 2019
5:30 PM**

AGENDA

I. CALL TO ORDER:

The Chairman will call the meeting to order, establish a quorum, and lead those present in a salute to the American and Texas Flags.

II. WORKSESSION:

The Planning and Zoning Commission will convene in a Worksession to discuss future agenda items, update on Council actions, training topics, and request for new business consideration. The meeting is open to the public.

III. CONSENT AGENDA:

Items are considered self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the Planning & Zoning Commission

- A. Minutes from the April 18, 2019, Planning & Zoning Commission meeting.

IV. PUBLIC HEARINGS/ACTION ITEMS:

- A. Conduct a public hearing to consider and act upon a commercial Replat for Miller Addition, Lot 2R and Lot 3 Block A, an approximately 6.78 acre tract of land located at 110 S. Preston Road, being a Replat of Lot 2, Block A. (Lamar National Bank Replat)
- B. Conduct a public hearing to consider testimony and act upon the approval of a revision to an existing development agreement to modify development standards to allow for a master planned single-family residential development on an approximately 186 acre tract of land, generally located on the east side of CR 86 (future Coit Road) and south side of Choate Parkway within both the extraterritorial jurisdiction (ETJ) and the City Limits. (Wilson Creek Meadows Revised Development Standards)

V. ADJOURNMENT:

The Board 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 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 _____ a.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

City Staff
City of Celina, Texas

Date Notice Removed

Celina 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.



**CITY OF CELINA MINUTES
PLANNING & ZONING COMMISSION
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
THURSDAY, APRIL 18, 2019
5:30 PM**

MINUTES

I. CALL TO ORDER:

Chairman Hangartner called the meeting to order at 5:32 p.m., established a quorum, and led those present in a salute to the American and Texas Flags.

Attendee Name	Organization	Title	Status	Arrived
Ben Hangartner	City of Celina	Chairman	Present	
Shelby Barley	City of Celina	Vice Chairman	Present	
Shawn Bain	City of Celina	Commissioner	Present	
Mitch Freeman	City of Celina	Commissioner	Absent	
Charles Haley	City of Celina	Commissioner	Absent	
Jace Ousley	City of Celina	Commissioner	Absent	
Eric Becker	City of Celina	Commissioner	Present	
Dusty McAfee AICP	City of Celina	Director of Development Services	Absent	
Madhuri Mohan AICP	City of Celina	Planning Manager	Present	
Raha Pouladi	City of Celina	Planner	Present	
Jeannie Regan	City of Celina	Planning Technician	Present	

II. WORKSESSION:

The Planning and Zoning Commission held a Worksession to discuss future agenda items, update on Council actions, training topics and request for new business consideration

A. CPAC Formation for Comprehensive Plan:

Abra Nusser, President and CEO of Ideation Planning, presented the CPAC Formation for the Comprehensive Plan.

III. CONSENT AGENDA:

Minutes Acceptance: Minutes of Apr 18, 2019 5:30 PM (CONSENT AGENDA)

A. Minutes Approval:

1. Planning & Zoning Commission - Regular Meeting - Mar 12, 2019 5:30 PM

- B. Consider and act upon a Final Plat for Buffalo Ridge Phase 3 being approximately 15.338 acres situated in the L. M. Boyd Survey, Abstract No. 48, Collin County, Texas; generally located north of County Road 100 and approximately 975 feet west of County Road 97. (Buffalo Ridge Phase 3)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shelby Barley, Vice Chairman
SECONDER:	Shawn Bain, Commissioner
AYES:	Hangartner, Barley, Bain, Becker
ABSENT:	Freeman, Haley, Ousley

IV. PUBLIC HEARINGS/ACTION ITEMS:

- A. The Planning & Zoning Commission will conduct a public hearing to consider and make recommendation on a request to rezone approximately 7.5 acres of land from Agriculture District (AG), to General Commercial District (C-2) with the Preston Road Overlay (PRO); generally located east of Preston Road and approximately 1,400 feet south of Sunset Boulevard, within the City limits. (Plaza 289 Zoning)

Madhuri Mohan, Planning Manager, presented the staff report.

Chairman Hangartner opened the public hearing.

No one came forward to speak, and the public hearing was closed.

Commissioner Becker moved to approve the item.

Commissioner Barley seconded the motion, and the motion was approved unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Eric Becker, Commissioner
SECONDER:	Shelby Barley, Vice Chairman
AYES:	Hangartner, Barley, Bain, Becker
ABSENT:	Freeman, Haley, Ousley

- B. The Planning & Zoning Commission will conduct a public hearing to consider testimony and act upon a request to amend the Development Regulations of a portion of Tract 1 of Planned Development No. 84 on approximately 15 acres of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas; generally located 800 feet north of Light Farms Way and east of Dallas North Tollway. (The Columns Zoning Amendment)

Madhuri Mohan, Planning Manager, presented the staff report.

Chairman Hangartner opened the public hearing.

Jodi MacCargar, 1301 Gristmill Lane, Celina, Texas, 75009 spoke in favor of the zoning request.

Dale Bainum, 3541 Heritage Trail, Celina, Texas, 75009 spoke in favor of the zoning request.

Chairman Hangartner closed the public hearing.

Commissioner Bain motioned to approve the item.

Commissioner Becker seconded the motion, and the motion was approved unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shawn Bain, Commissioner
SECONDER:	Eric Becker, Commissioner
AYES:	Hangartner, Barley, Bain, Becker
ABSENT:	Freeman, Haley, Ousley

V. **ADJOURNMENT:**

Chairman Hangartner adjourned the meeting at 6:31p.m.

Chairman

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Apr 18, 2019 5:30 PM (CONSENT AGENDA)



Development Services
City of Celina, Texas

Memorandum

To: **Celina Planning and Zoning Commission**
From: Raha Pouladi, Planner
CC: Dusty McAfee AICP, Director of Development Services
Date: May 21, 2019
Re: Lamar National Bank Replat

Action Requested:

Conduct a public hearing to consider and act upon a commercial Replat for Miller Addition, Lot 2R and Lot 3 Block A, an approximately 6.78 acre tract of land located at 110 S. Preston Road, being a Replat of Lot 2, Block A. (Lamar National Bank Replat)

Owner:

Lamar National Bank
200 S Collegiate Dr
Paris, TX 75460-6303

Background Information:

Staff has reviewed the proposed Replat and determined that it meets all the requirements of the Subdivision Ordinance.

Supporting Documents:

- Location Map
- Proposed Replat
- Staff Presentation

Staff Recommendation:

Staff recommends approval.



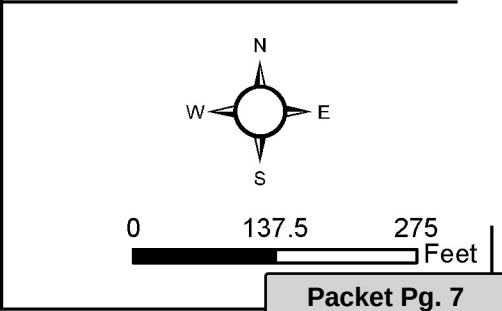
Attachment: Location Map (Lamar National Bank Replat)

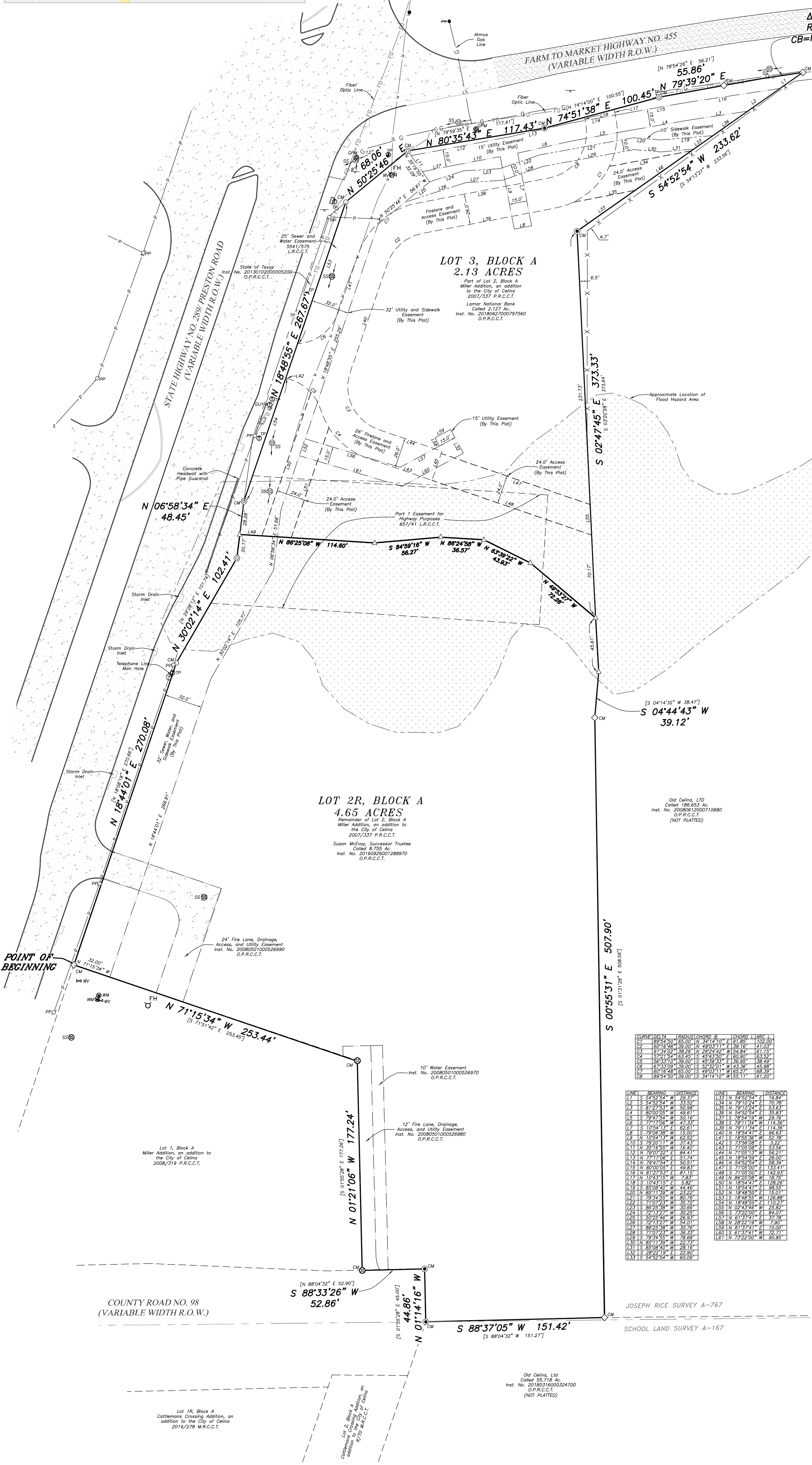
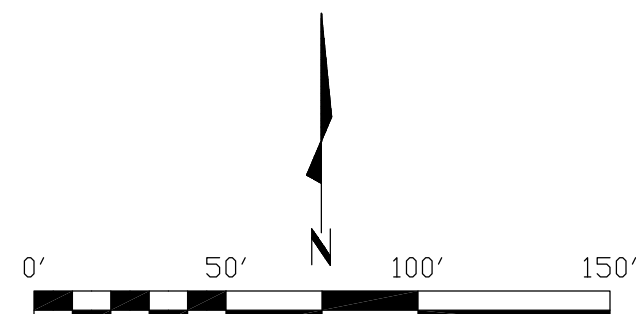
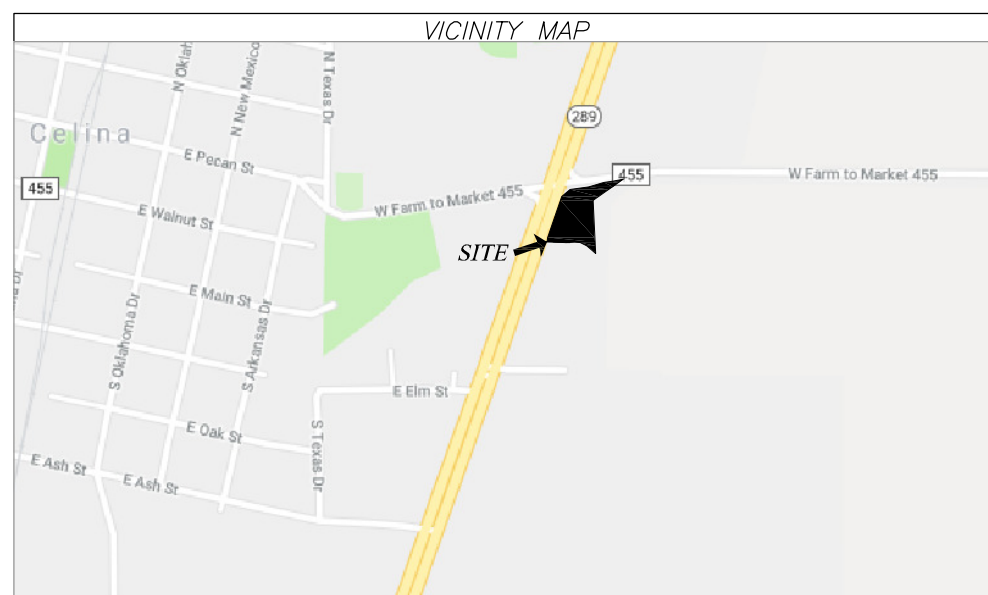


Lamar National Bank Location Map

Date: 5/13/2019

- Legend**
- Roads
 -  Lamar National Bank
 -  Parcels





- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
- The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the City, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscaping improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.
- This plat is hereby adopted by the Owners and approved by the City of Celina (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The portion of Lot 2R, Block A, as shown on the plat is called "Drainage and Detention Easement"; the Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, Lamar National Bank and Susan McEvoy, Successor Trustee are the Owners of a tract of land situated in the Joseph Rice Survey, Abstract No. 767, Collin County, Texas and being all of Lot 2, Block A of the Miller Addition, an addition to the City of Celina, according to the plat thereof recorded in Volume 2007, Page 337, Plat Records, Collin County, Texas, and being more particularly described as follows:

ALL that certain 6.78 acre lot, tract or parcel of land situated in the Joseph Rice Survey, Abstract No. 767, Collin County, Texas, being Lot 2, Block A of the Miller Addition, an Addition to the City of Celina as recorded in Volume 2007, Page 337, Plat Records, Collin County, Texas, (P.R.C.C.T.), said 6.78 acre tract being described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the most westerly southwest corner of said Lot 2, the northwest corner of Lot 1, Block A of the Miller Addition as recorded in Volume 2008, Page 319, P.R.C.C.T., and on the east right of way line of State Highway No. 289 (Preston Road);

THENCE along the west line of said Lot 2 and said east right of way line the following:
N 18°44'01" E a distance of 270.08 feet to a 3" brass right of way monument found at an angle point;
N 30°02'14" E a distance of 102.41 feet to a 1/2" iron rod and yellow cap stamped "Westwood" found at an angle point;
N 06°58'34" E a distance of 48.45 feet to a 1/2" iron rod and yellow cap stamped "Westwood" found at an angle point;

THENCE N 18°48'55" E along the west line of said Lot 2 and the east line of a tract of land described in a deed to the State of Texas as recorded in Instrument No. 2013010200005200, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.), a distance of 267.67 feet to a 3" brass right of way monument found at the most westerly northwest corner of said Lot 2, and the intersection of said east right of way line and the south right of way line of Farm to Market Highway No. 455;

THENCE along the north line of said Lot 2 and said south right of way line the following:
N 50°25'46" E a distance of 68.06 feet to a 1/2" iron rod and yellow cap stamped "Westwood" found at an angle point;
N 80°35'43" E a distance of 117.43 feet to a 1/2" iron rod found at an angle point;
N 74°51'38" E a distance of 100.45 feet to a 1/2" iron rod and yellow cap stamped "Westwood" found at an angle point;
N 79°39'20" E a distance of 55.86 feet to a 5/8" iron rod found at an angle point;
Along a curve to the right having a central angle of 02°47'48", a radius of 1387.69 feet, a chord bearing and distance of N 80°42'47" E, 67.73 feet, through an arc length of 67.74 feet, to a 5/8" iron rod found at the northeast corner of said Lot 2 and at the most northerly northeast corner of a called 186.653 acre tract described in a deed to Old Celina, Ltd as recorded in Instrument No. 20080612000710680, O.P.R.C.C.T.;

THENCE along the east line of said Lot 2 and the west line of said 186.653 acre tract the following:
S 54°52'54" W a distance of 233.62 feet to a 1/2" iron rod found at the most westerly northwest corner of said 186.653 acre tract;
S 02°47'45" E a distance of 373.33 feet to a point for corner at an angle point;
S 04°44'43" W a distance of 39.12 feet to a 5/8" iron rod found at an angle point;
S 00°55'31" E a distance of 507.90 feet to a 5/8" iron rod found at the southeast corner of said Lot 2, the most northerly southwest corner of said 186.653 acre tract, and on the north line of a called 55.718 acre tract described in a deed to Old Celina, Ltd as recorded in Instrument No. 20180316000324700, O.P.R.C.C.T.;

THENCE S 88°37'05" W along the south line of said Lot 2 and the north line of said 55.718 acre tract a distance of 151.42 feet to a 1/2" iron rod found at the most southerly southwest corner of said Lot 2, the northwest corner of said 55.718 acre tract, and at the terminus point of County Road No. 98;

THENCE along the common line of said Lot 2 and said county road the following:
N 01°14'16" W a distance of 44.86 feet to a 1/2" iron rod found at an ell corner of said Lot 2 and at the northeast corner of said county road;
S 88°33'26" W a distance of 52.86 feet to a "X" cut in concrete found at a southwest corner of said Lot 2 and at the southeast corner of said Lot 1;

THENCE along the common line of said Lot 2 and said Lot 1 the following:
N 01°21'06" W a distance of 177.24 feet to an ell corner of said Lot 2 and the northeast corner of said Lot 1;
N 71°15'34" W a distance of 253.44 feet to the POINT OF BEGINNING and containing 6.78 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS, my hand this _____ day of _____, 20____

By: _____
Authorized Representative of Lamar National Bank

Printed Name and Title

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 20____

Notary Public for and in the State of Texas

By: _____
Susan McEvoy

Printed Name and Title

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 20____

Notary Public for and in the State of Texas

KNOW ALL MEN BY THESE PRESENTS:

That I, Stephen A. Hudson, Registered Professional Land Surveyor, State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Celina, Texas.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Stephen A. Hudson, R.P.L.S. NO. 4896

Date 10/29/2018

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Stephen A. Hudson, 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 and under the authority therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 20____

Notary Public for and in the State of Texas

**REPLAT
MILLER ADDITION
LOT 2, BLOCK A**

BEING A 6.78 ACRE REPLAT OF LOT 2, BLOCK A, OF THE MILLER ADDITION,
AN ADDITION TO THE CITY OF CELINA, TEXAS, AS RECORDED IN VOLUME
2007, PAGE 337, OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS.

PURPOSE STATEMENT: The purpose of this plat is to subdivide Lot 2, Block A of the Miller Addition in to two lots and to establish new easements for development.

NOTE: The Bearings are based on the Texas State Plane NAD 83, Texas North Central Zone FIPSZONE 4204.

NOTE: All record calls are denoted in [] per document recorded in Vol. 2007, Pg. 337, M.R.C.C.T. unless otherwise noted.

NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional easements or encumbrances affecting this tract that are not shown hereon.

FLOOD NOTE: By graphic plotting only, this property DOES appear to lie within a 100 year flood zone area, according to Flood Insurance Rate Map No. 48085C01010, dated June 2, 2009, published by the Federal Emergency Management Agency.

LEGEND	
CM	Control Monument
CO	1/2" Iron Rod w/Yellow Cap
ST	Stamped "Westwood" Found
IR	1/2" Iron Rod Found
BR	3" Brass ROW Monument Found
FC	"X" cut Found in concrete
CA	Calculated Point
WM	Water Meter
CP	Cas Pipeline Marker
CO	Clean Out
SS	Sanitary Sewer Manhole
PP	Power Pole
WP	Water Valve
LP	Light Pole
GA	Guy Anchor
HY	Hydrant

Overhead Powerline
Barbed Wire Fence
Water Line
Fiber Optic Line



PRELIMINARY SUBDIVISION PLAT	SCALE: 1"=50' DATE: 03/29/2019 SURVEYED BY: A.A. DRAWN BY: F.D. TECHNICIAN: F.D. JOB NO. 18-0821
SHEET 1 OF 1	REVISIONS:

Lamar National Bank

Replat

Planning & Zoning Commission

May 21, 2019

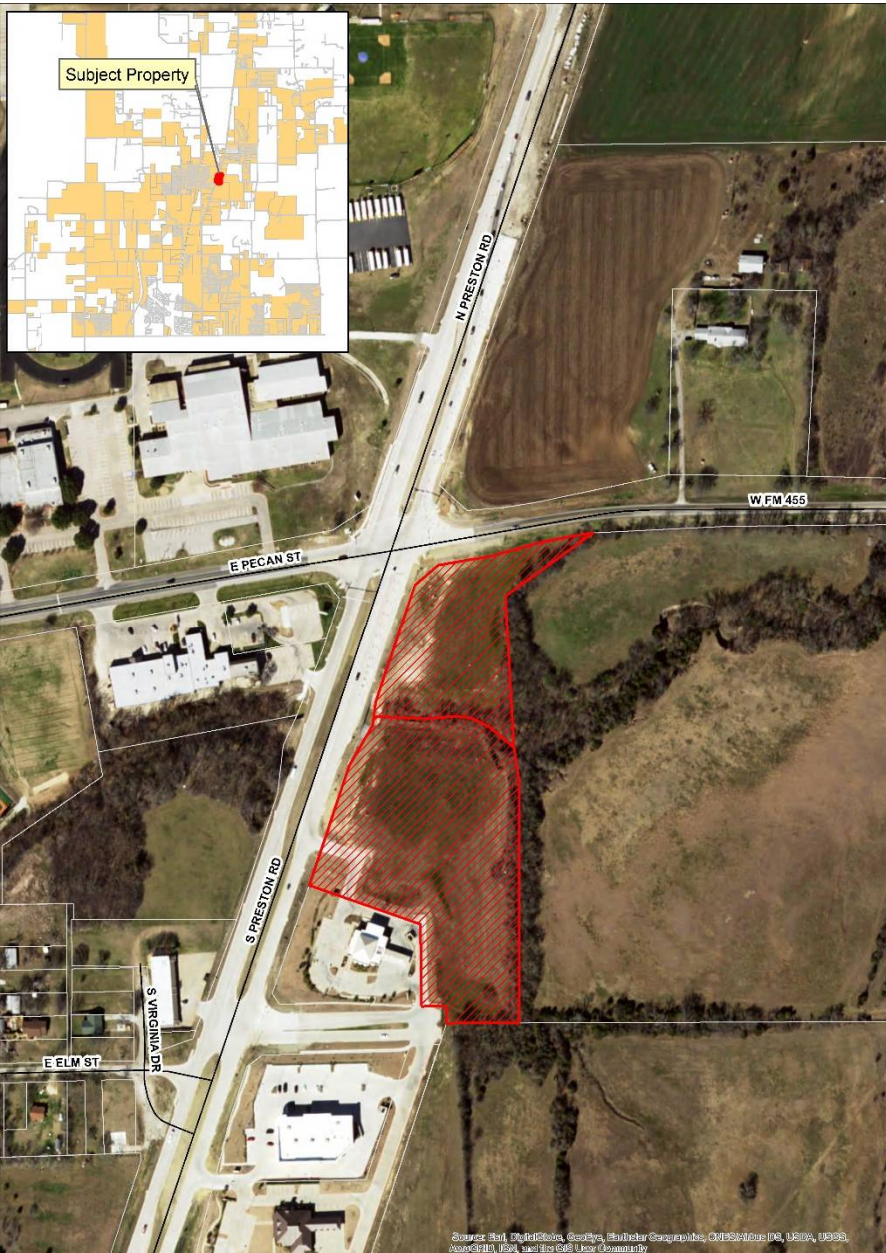
Attachment: Staff Presentation (Lamar National Bank Replat)



Background

- State law requires a public hearing for all replats
- The original plat was recorded in 2007 and comprised one 6.8 acre lot
- The applicant is requesting to subdivide the lot into two non-residential lots
- The new plat is comprised of a 2.13 acre lot and a 4.65 acre lot
- The northern 2.13 acre lot is the new home for Lamar National Bank

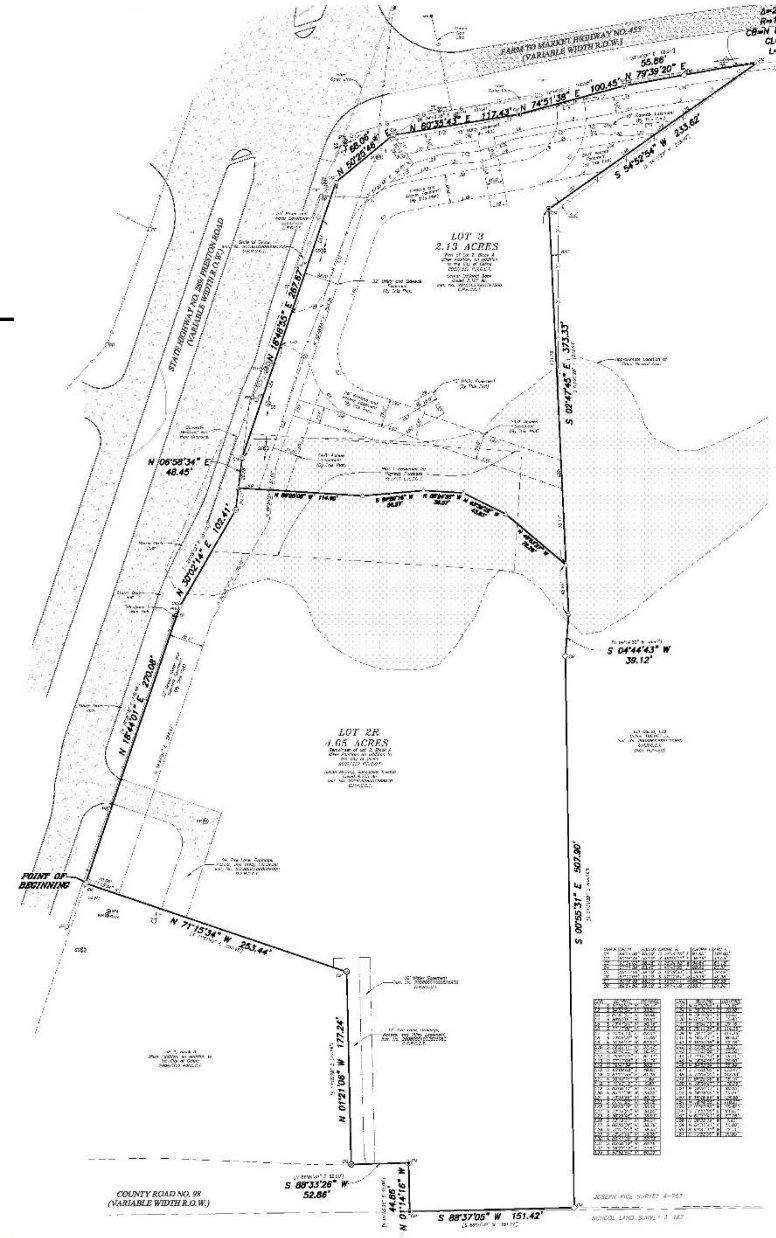




Location Map

The tract is located at the
southeast corner Preston
Road and FM 455

Proposed Replat



Attachment: Staff Presentation (Lamar National Bank Replat)



Building Elevation



Attachment: Staff Presentation (Lamar National Bank Replat)



Platting Overview

- The proposed plat is in conformance with Celina's subdivision regulations
- The proposed plat is in conformance with the Zoning Ordinance
- Plat approval is not discretionary
- If a plat meets all applicable standards and regulations, State law requires the City to approve the plat



Recommendation

- No notices are required by State and local law for commercial replats despite the requirement to conduct a public hearing
- Staff recommends approval of the proposed plat, per all conditions stipulated by the Building Official & City Engineer



Development Services
City of Celina, Texas

Memorandum

To: **Celina Planning and Zoning Commission**
 From: Raha Pouladi, Planner
 CC: Dusty McAfee AICP, Director of Development Services
 Date: May 21, 2019
 Re: Wilson Creek Meadows Revised Development Standards

Action Requested:

Conduct a public hearing to consider testimony and act upon the approval of a revision to an existing development agreement to modify development standards to allow for a master planned single-family residential development on an approximately 186 acre tract of land, generally located on the east side of CR 86 (future Coit Road) and south side of Choate Parkway within both the extraterritorial jurisdiction (ETJ) and the City Limits. (Wilson Creek Meadows Revised Development Standards)

Owner:

Celina Titus, LLC & Celina Ownsby Coit, LLC
 106 Decker Court, Suite 310
 8750 N. Central Expressway, Suite 1735
 Irving, TX 750621

Applicant:

Terry W. Mitchell
 106 Decker Court, Suite 310
 8750 N. Central Expressway, Suite 1735
 Irving, TX 750621

Background Information:

The proposed revised development agreement outlines the joining of three tracts (one in the City Limits and two in the ETJ, out of which 80 acres are to be annexed) into one cohesive development to facilitate the construction of a single-family residential community, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. The revised development agreement requires additional enhancements and design standards and establishes the responsibilities and obligations of both the developer and City. In addition, the agreement determines the level of City participation on various aspects of the development. The Planning & Zoning Commission only reviews and makes recommendation on the land use portion of the Development Agreement.

Board Review/Citizen Input:

Notices of the public hearing have been sent to all owners of property residing within the City limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or

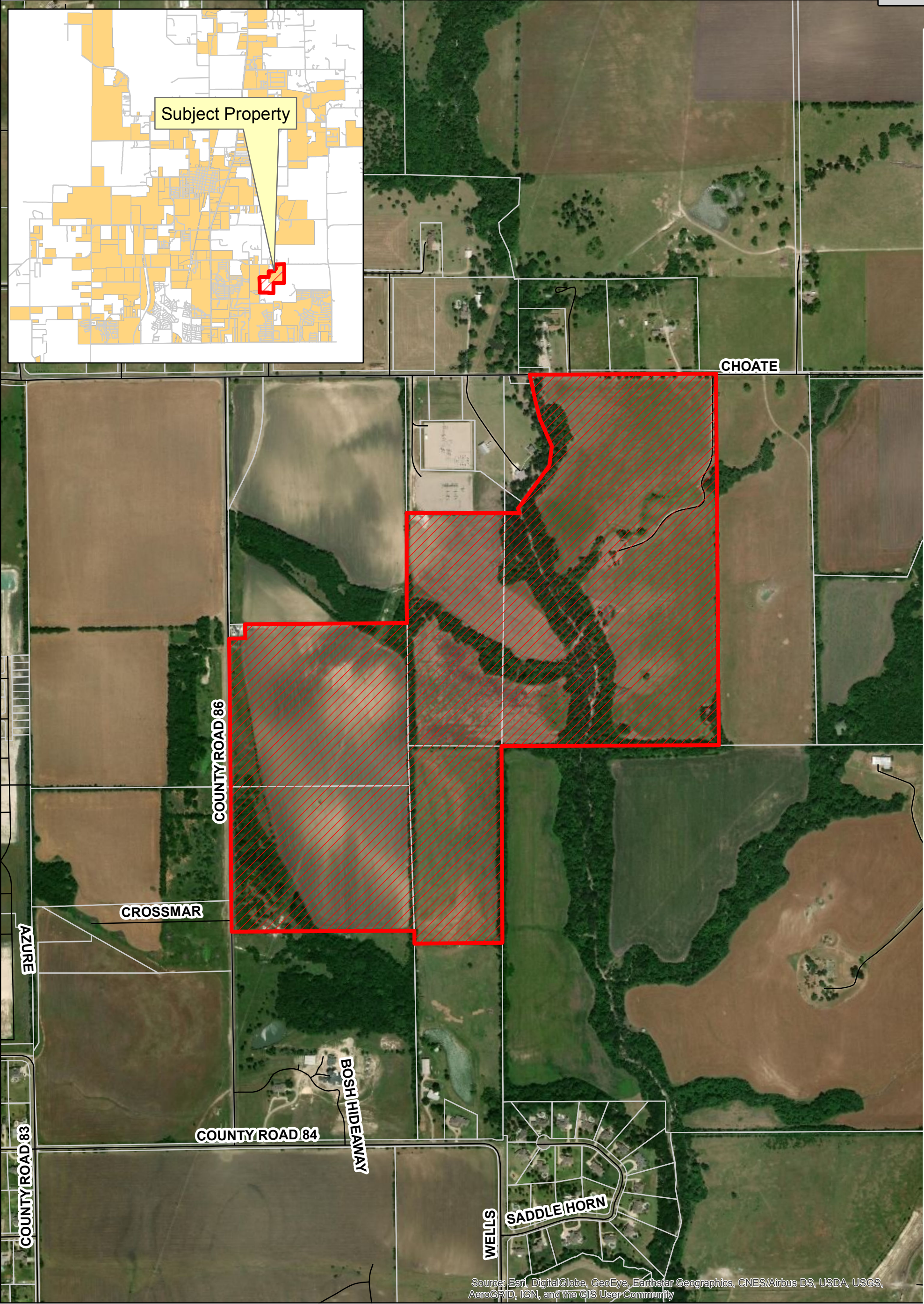
against the proposal.

Supporting Documents:

- Location Map
- Concept Plan
- Revised Development Regulations
- Staff Presentation

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Wilson Creek Meadows)



Wilson Creek Meadows Location Map

Date: 5/6/2019

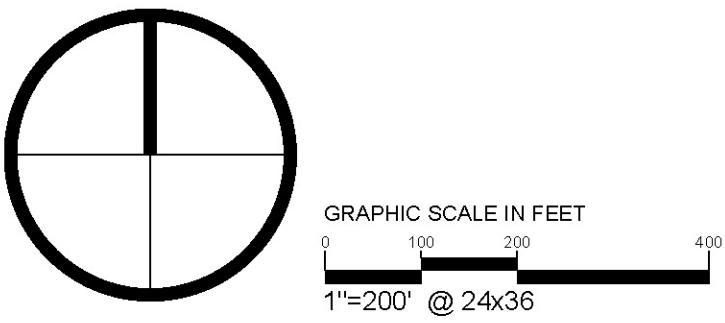
Legend

- WilsonCreekMeadows
- Roads
- CollinCountyParcels

0 460 920 Feet

Packet Pg. 18

Plotted By: Hich, CJ Date: March 05, 2019 09:25:09am File Path: K:\DAL_Civil\063222501-Bates Tract\Exhibits\PlanSheets\Zoning Submission_1902\Exhibit F.dwg
This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purposes and client for which it was prepared. Release of and engineer's reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

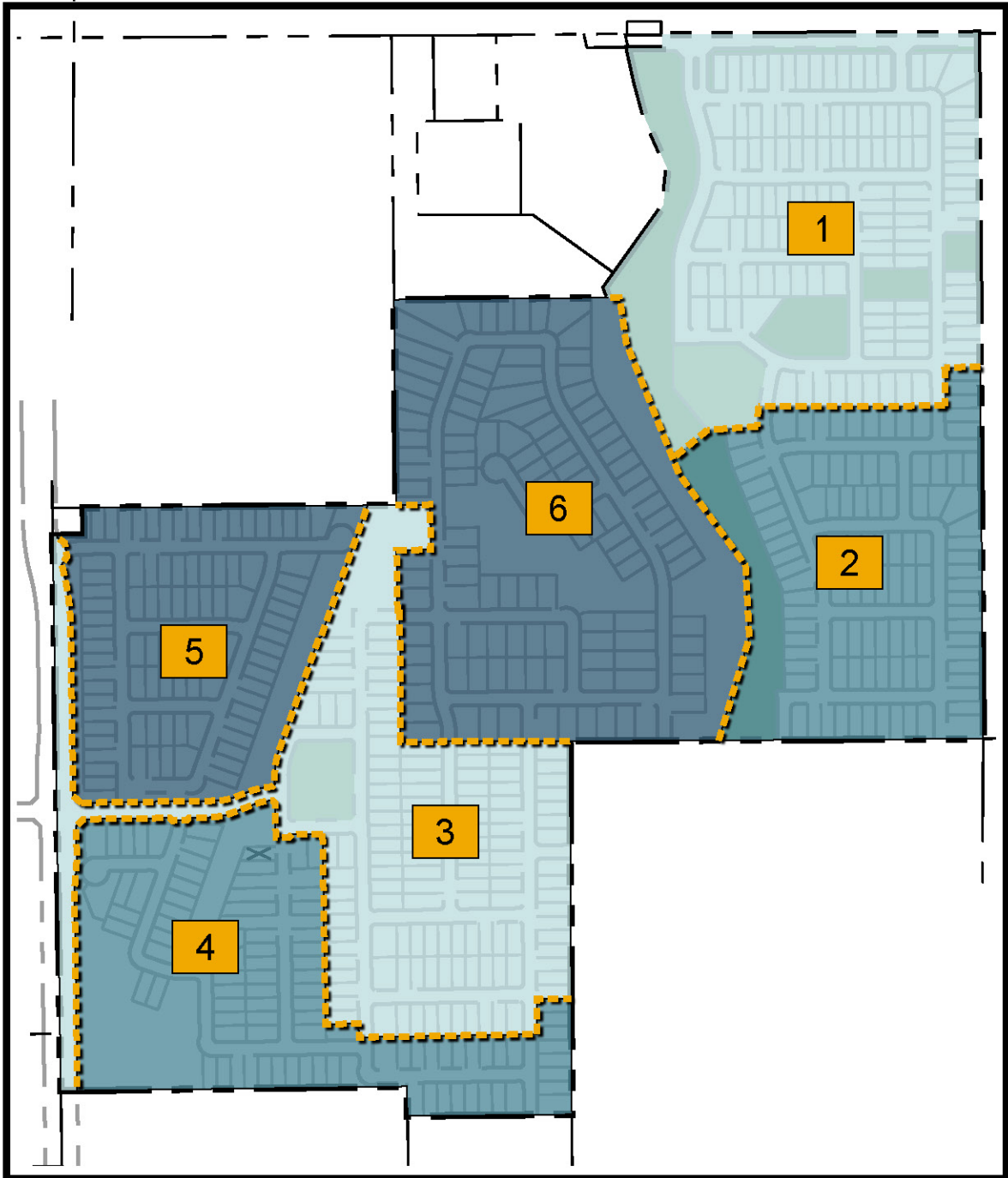


Land Use Acreage Summary	
Thoroughfares Plan Roadway ROW	4.3
Open Space - Meadows	23.4
Open Space - Overlook	12.1
Open Space (Amenity Center - Meadows)	2.0
Open Space (Amenity Center - Overlook)	1.6
Total Open Space	39.0
Residential Lots / Residential Rights of Way	142.5
Total	185.8

Open Space Acreage Summary	
Open Space & Amenity Centers	39.0
Area (Net of Thoroughfare Plan Roadway ROW)	181.5
Total Percent Open Space	21.5%

SIDEWALK LEGEND

- 8' SIDEWALK (represented by a yellow dashed line)
- 10' SIDEWALK (represented by a blue solid line)
- LOCATION OF 2 PARK BENCHES AND TRASH RECEPTACLE (represented by an asterisk symbol)



PHASING PLAN
SCALE: 1:600

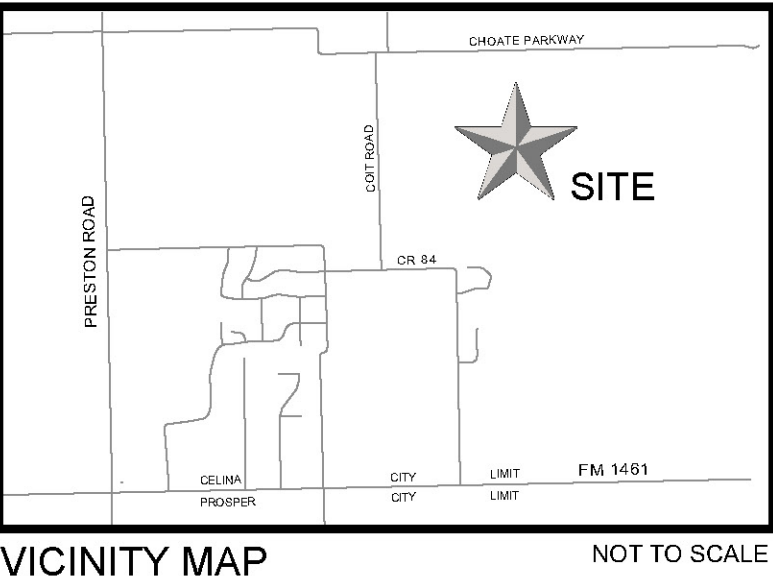


EXHIBIT "F" - CONCEPTUAL SIDEWALK PLAN
Wilson Creek Meadows

±185.8 ACRE TRACT LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT #945, JONATHAN WESTOVER SURVEY, ABSTRACT #1030, MCKENZIE WILHITE SURVEYS, ABSTRACT #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS
March 2019

OWNER / APPLICANT: Celina Owensby Coit, LLC Celina Titus, LLC 106 Decker Drive, Suite 310 Irving, TX 75062 P (214) 212-6326 E:terry.mitchell@contrastdevelopment.com	ENGINEER / SURVEYOR: Kimley-Horn and Associates State of Texas Registration No. F-928 13455 Noel Road Two Galleria Office Tower, Suite 700 Dallas, Texas 75240 P (972) 770-1300 Contact: Matt Duenwald, PE
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DEVELOPMENT AGREEMENT

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 Celina Titus, LLC and Celina Ownsby Coit, LLC (each the “Owner” of its respective portion of the Property hereinafter defined) as of _____, 2019 (the “Effective Date”). The City and the Owner are each individually a “Party” and collectively the “Parties.” This Agreement (1) replaces in its entirety that certain Development Agreement between the City and Rene Bates effective March 23, 2018 and recorded in the Real Property Records of Collin County, Texas as Document No. 20180511000580760 for the Overlook at Wilson Creek project (the “Celina Ownsby Coit Development Agreement”), which agreement is hereby terminated and of no further force or effect, and (2) amends that certain Development Agreement between the City and Celina Titus, LLC effective August 8, 2017 and recorded in the Real Property Records of Collin County, Texas as Document No. 20170815001091940 for the Wilson Creek Meadows project (the “Celina Titus Development Agreement”). In the event of a conflict between this Agreement and the Celina Titus Development Agreement, this Agreement shall control.

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, Celina Titus, LLC is a Texas limited liability company; and

WHEREAS, Celina Ownsby Coit, LLC is a Texas limited liability company; and

WHEREAS, on February 26, 2019, Rene Bates assigned all rights, title and interest in the Celina Ownsby Coit Development Agreement to Celina Ownsby Coit, LLC; and

WHEREAS, Celina Ownsby Coit, LLC is currently the “Owner” under the Celina Ownsby Coit Development Agreement and has the authority to amend and replace that agreement with this Agreement; and

WHEREAS, Celina Titus, LLC owns the approximately 105.79-acre tract of land described as Tract 1 on **Exhibit A** (the “City Property”), and is the “Owner” for purposes of all provisions of this Agreement pertaining to the City Property; and

WHEREAS, on August 8, 2017, the City annexed the City Property pursuant to the terms of the Celina Titus Development Agreement; and

WHEREAS, Celina Ownsby Coit, LLC owns the approximately 80.019-acre tract of land described as Tract 2 on **Exhibit A** (the “ETJ Property”), and is the “Owner” for purposes of all provisions of this Agreement pertaining to the ETJ Property; and

WHEREAS, as of the Effective Date, the ETJ Property is located entirely within the City’s extraterritorial jurisdiction; and

Attachment: Development Standards (Wilson Creek Meadows)

WHEREAS, approximately 60.971 acres within the ETJ Property was governed by the Celina Ownsby Coit Development Agreement, and the remaining 19.048 acres within the ETJ Property was not governed by any development agreement prior to this Agreement; and

WHEREAS, the City Property and the ETJ Property are collectively 185.8118 acres, which are described by metes and bounds in Exhibit A and depicted on Exhibit B attached hereto (the "Property"); and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the development of the Property can best be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"); and

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

WHEREAS, the 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; 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; and

WHEREAS, Section 212.172(b)(7), Texas Local Government Code, allows the Parties to provide for the terms of annexation for the ETJ Property.

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:

ARTICLE I **REPRESENTATIONS**

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individuals executing this Agreement on behalf of the Owner have been authorized to do so.

ARTICLE II

PURPOSES, CONSIDERATION, AND TERM

2.01 **Purposes.** The Parties desire to enter into this Agreement to provide for the annexation of the Property and to provide for the terms of annexation; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration.

2.02 **Consideration.** The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

ARTICLE III

REGULATION OF DEVELOPMENT OF THE ETJ PROPERTY

3.01 **ETJ Property - Governing Regulations.** Development of the ETJ Property shall be governed by the Concept Plan attached as **Exhibit C**, as amended in accordance with this Agreement (the “Concept Plan”) and the development regulations attached as **Exhibit D** (the “Development Regulations”) (together, the “Governing Regulations”). The following information on the Concept Plan is informational only and subject to change by the Owner without City approval provided the changes meet the requirements of this Agreement: the lot layout, the location of different single family product types, the street layout, points of ingress and egress, the location, size, shapes, and configuration of open space, and the phasing (both the size of the phase and the order of phasing may be changed); however, no change shall increase the number of residential lots permitted on **Exhibit D**, no change shall decrease the amount of open space required by **Exhibit D**, and no change shall conflict with an approved final plat. All other revisions to the Concept Plan require City Council approval. Owner shall submit a true and full copy of the revised Concept Plan to the City Manager for the purpose of allowing the City to confirm that the revision does not require the City’s approval. The ETJ Property shall be subject to all City ordinances, as they presently exist or may be amended (the “City Ordinances”), subject to Section 3.03. Nothing herein shall be construed as a waiver of the Owner’s right to challenge the application of an ordinance to the ETJ Property on the basis of vested rights or any other cause of action arising under the law.

3.02 **Zoning.** Upon annexation of the ETJ Property, the City agrees to consider adopting a planned development zoning district ordinance for the ETJ Property consistent with Section 3.01, the Concept Plan attached as **Exhibit C**, and the Development Regulations attached as **Exhibit D**, although nothing herein shall be construed as a contractual requirement for the City to adopt any particular zoning regulations for the ETJ Property. Notwithstanding any zoning of the ETJ Property to the contrary following annexation, the ETJ Property may be developed and used consistent with Section 3.01, the Concept Plan attached as **Exhibit C**, and the Development Regulations attached as **Exhibit D**.

3.03 **Conflicts.** In the event of any conflict between this Agreement and the City Ordinances, this Agreement, including the Development Regulations, shall control. If this Agreement is silent on any topic, the City Ordinances shall control.

3.04 Enforcement Rights After Annexation and Zoning. Upon annexation of the ETJ Property, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the ETJ Property that it otherwise enjoys under the law to enforce development regulations within the City's corporate limits.

3.05 Discontinuation of Land Use. The Parties agree that should the City annex the ETJ Property, the City may pursue the discontinuation of non-conforming land uses without regard to whether and for what length of time a particular land use existed prior to annexation into the City if such use is not permitted by the Concept Plan and Development Regulations.

3.06 Applicability of Article III. This Article III shall not apply to the City Property.

ARTICLE IV **TERM; ANNEXATION**

4.01 Term. This Agreement shall have a 15-year term starting on _____, 2019 (the "Term").

4.02 Annexation. This Agreement constitutes the consent of the Owner of the ETJ Property to the City's full purpose annexation of the ETJ Property. In addition, the Owner petitioned the City for the annexation of the ETJ Property on March 11, 2019, and the Owner shall cooperate in the execution of any document(s) and the taking of any actions necessary to complete the full purposes annexation of the ETJ Property.

ARTICLE V **PUBLIC INFRASTRUCTURE; FEES; PARKLAND DEDICATION; OPEN SPACE**

5.01 Coit Road.

(a) The Owner agrees to dedicate 60 feet of right-of-way for Coit road (generally measured from the centerline of the existing two-lane asphalt road) adjacent to the western boundary of the Property at the time the portion of the Property adjacent to Coit Road is final platted. In addition, the Owner agrees to dedicate an additional ten feet of right-of-way south of each entrance into the Property from Coit Road, including, but not limited to, the intersection with Punk Carter Parkway for a future north bound right turn lane. The landscape setback along Coit Road may be reduced by ten feet in the areas where the additional ten feet of right-of-way has been dedicated.

(b) The Owner shall not be required to make or fund any improvements to Coit Road, including any landscaping, paving, or other improvement in the Coit Road right-of-way. Any requirements to escrow fees for road improvements pursuant to Section 10.03.122(r)(4) of the City Code or other provisions of the City Code shall be waived for Coit Road. The City shall be responsible for making all improvements in the Coit Road right-of-way, and completion of any such improvements shall not be a condition to any plat, permit, or other development approvals.

5.02 Choate Parkway.

(a) The Owner agrees to dedicate 60 feet of right-of-way for Choate Parkway, measured from the centerline of the existing two-lane asphalt road, adjacent to the northern boundary of the Property at the time such portion of the Property is final platted adjacent to Choate Parkway. In addition, the Owner agrees to dedicate an additional ten feet of right-of-way west of each entrance into the Property from Choate Parkway.

(b) The Owner shall not be required to make or fund any improvements to Choate Parkway, including any landscaping, paving, or other improvement in the Choate Parkway right-of-way. Any requirements to escrow fees for road improvements pursuant to Section 10.03.122(r)(4) of the City Code or other provisions of the City Code shall be waived for Choate Parkway. The City shall be responsible for making all improvements in the Choate Parkway right-of-way, and completion of any such improvements shall not be a condition to any plat, permit, or other development approvals.

(c) A landscape buffer with a minimum width of 20 feet will be required adjacent to Choate Parkway, except that it may be reduced to ten feet when a left or right turn lane right-of-way flare occurs. The landscape buffer along Choate Parkway shall contain at least one large canopy tree that is a minimum of three inches in caliper at the time of planting for every 40 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped or clustered to facilitate site design, but there shall not be more than 250 linear feet between required trees. For every five large canopy trees or fraction thereof required along the street frontage of Choate Parkway, two small ornamental trees that are a minimum of two inches in caliper at the time of planting shall also be provided. Additionally, 4,440 square feet of ornamental plantings shall be provided in at least three locations along the Choate Parkway frontage. Sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer.

5.03 Right-of-way Dedications. No dedications of right-of-way for thoroughfares shall be required other than the dedications required by this Article V.

5.04 Water.

(a) Payment of pro rata fees shall not be required in connection with the off-site water line located in Coit Road that will serve the Property shown on Exhibit E (the “Coit Water Line”).

(b) In order to serve the Property, a new 12-inch water line (the “12-Inch Water Line”) may need to be constructed along the northern perimeter of the Property and off-site generally along CR 88 (Choate Parkway) to connect to the Coit Water Line, as shown on Exhibit E. The City’s engineer may approve an alternative alignment for the 12-Inch Water Line. If the off-site portion of the 12-Inch Water Line is determined to be necessary for the development of the Property, the Owner shall pay for the design, easement acquisition, and construction of the 12-Inch Water Line.

(c) If the City desires to build the 12-Inch Water Line prior to the Owner installing the 12-Inch Water Line, the Owner shall reimburse the City the cost of the 12-Inch Water Line at the time of the first sale of PID Bonds (hereinafter defined).

(d) The Owner notified the City in writing on November 29, 2017 that the Owner had commenced efforts to acquire all necessary easements for the off-site portion of the 12-Inch Line

(the “Water Line Easements”). The Owner is still undergoing acquisition of the Water Line Easements. If the Owner determines that it will not be able to obtain all of the Water Line Easements, the City agrees to consider the use of eminent domain if necessary to acquire the remaining Water Line Easements. If the City uses eminent domain to acquire the Water Line Easements that the Owner is unable to acquire, the Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, compensation awards of negotiated amounts for the condemned property interest, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, the “Eminent Domain Fees”) paid or incurred by the City in the exercise of its eminent domain powers and shall 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 Water Line Easements can be acquired as soon as reasonable practicable. Before paying any negotiated amount to avoid legal proceedings and/or litigation, the City shall present the negotiated amount in writing to the Owner. The Owner shall have two business days (or longer if indicated in writing by the City) to approve the negotiated amount or direct the City to proceed with legal proceedings and litigation. 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 days after written notice from the City. Any unused escrow funds will be refunded to the Owner within 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.

5.05 Fees. Notwithstanding anything to the contrary in this Agreement, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, park maintenance fees, and other capital recovery fees, shall be charged against the Property other than the following fees:

(a) Park fees in the amount of \$1,500 per residential dwelling unit, collected at the time of final plat approval. Other than the amenity center, open space and trail requirements applicable to the Property, no parkland dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required.

(b) Water capital recovery fees in the amount of \$2,000 per residential dwelling unit collected at the time of building permit issuance. Water capital recovery fees will increase to \$2,500 per residential dwelling unit five years after City acceptance of the first phase of development of the Property.

(c) Sewer/wastewater capital recovery fees in the amount of \$2,000 per residential dwelling unit collected at the time of building permit issuance. Sewer/wastewater capital recovery fees will increase to \$2,500 per residential dwelling unit five years after City acceptance of the first phase of development of the Property.

(d) Roadway capital recovery fees in the amount of \$2,500 per residential dwelling unit collected at the time of building permit issuance.

(e) Technology capital recovery fees for conduit, fiber optic, and similar improvements in the amount of \$500 per residential lot, collected at the time of building permit issuance, provided, however, if the Owner incurs a charge for installation of fiber optic infrastructure (e.g., conduit, fiber optic cable, manholes, handholds, or similar improvements) in connection with the development of the Property, the City will reimburse the Owner for such charges from the \$500 per residential lot technology capital recovery fee it collects.

5.06 Open Space and Trails.

(a) Development of sidewalks within the Property shall comply with the attached **Exhibit F**. With respect to the City Property, the attached **Exhibit F** shall replace the Conceptual Open Space and Trail Plan attached to the Celina Titus Development Agreement. Minor modifications to the alignment of sidewalks shown on **Exhibit F** are permitted without City approval. In addition, the City Manager may approve modifications to **Exhibit F** that do not materially change the amount of open space shown on **Exhibit F** or the scope of the amenities shown on **Exhibit F**.

(b) As shown on **Exhibit F** attached to this Agreement, the following shall be constructed in phases as the City Property is developed: (i) approximately 2600 linear feet of ten-foot wide sidewalk (the Wilson Creek Trail) shall be constructed along Wilson Creek; (ii) approximately 1,000 linear feet of ten-foot wide sidewalk shall be constructed along Choate Parkway; and (iii) approximately 1,800 linear feet of 8-foot wide sidewalk shall be constructed adjacent to the western tributary to Wilson Creek, including a bridge crossing Wilson Creek that is wide enough to accommodate an eight-foot wide trail as shown on **Exhibit F**. The pedestrian bridge shall be constructed prior to the 50th building permit being issued in Phase 6 of the development of the Property, as shown on **Exhibit F**. Other sidewalks shall be constructed within the ETJ Property as described on **Exhibit D**. Trails shall be located on land dedicated to the homeowners association. The following sections of Exhibit D of the Celina Titus Development Agreement shall no longer apply: Section 8.1.3 and Section 8.1.7.

(c) An amenity center shall be constructed east of Wilson Creek in the City Property prior to the 200th building permit being issued for a home located east of Wilson Creek in the City Property. At a minimum, this amenity center shall contain a large shade structure/patio, swimming pool, children's splash pad, enclosed restrooms with a changing area, and a commercial grade playground with at least eight play elements, associated sidewalks, and at least 14 off-street parking spaces. Undeveloped areas within the lot containing this amenity center shall be fully landscaped and irrigated. The amenity center shall be privately owned and maintained, and shall only be used by residents and their guests. The City will review and certify that the playground is in compliance with the requirements of this section.

ARTICLE VI

INFRASTRUCTURE FINANCING

6.01 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue PID Bonds.

(a) The Owner will submit a PID creation petition to the City on or before [REDACTED], 2019.

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

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

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

(e) The City and the Owner will jointly determine the PID Project Costs (which may include City right-of-way acquisition costs) and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

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

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation

of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

6.02 PID Bond Fee. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID bonds for any part of the development of the Property ("PID Bonds"), the Owner agrees to pay the City, contemporaneously with the funding of the initial offering of PID Bonds and the second offering of PID Bonds, a fee in the amount of \$100,000 for each such offering.

ARTICLE VII **ASSIGNMENT AND ENCUMBRANCE**

7.01 Assignment by Owner to Successor Owners.

(a) The Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") that is an affiliate of the Owner or that is or will become an owner of any portion of the Property without City consent. An Assignee is considered the "Owner" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee.

(b) Notice of each assignment to an Assignee shall be provided to the City not later than 15 days after the effective date of the assignment, which notice shall include a copy of the fully executed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Assignee who the City may contact for additional information regarding the experience and background of the Assignee.

(c) Each assignment shall be in writing executed by the Owner and the Assignee, and the Assignee shall expressly accept the obligations and agree to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. If the assignment contains said express acceptance and agreement by the Assignee and a copy has been provided to the City, then from and after the date the City receives a copy of such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

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

7.02 Assignment by the City. The City shall not assign this Agreement.

7.03 Encumbrance by Owner and Assignees. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise

encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice 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 accordance with 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 unless otherwise agreed to in writing by lender and the City. 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.

ARTICLE VIII **ADDITIONAL PROVISIONS**

8.01 **Binding Obligations.** Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement, except for Section 7.09 below, 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 (“an End-Buyer”) and shall not negate the End-Buyer's obligation to comply with the City Ordinances, including but not limited to zoning ordinances.

8.02 **Releases.** From time to time upon the written request of the Owner, the City shall execute, in recordable form, a release of this Agreement if the Owner's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations. The Owner shall pay the City \$1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

8.03 **Estoppel Certificates.** From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

8.04 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

8.05 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail, if an E-mail address is provided below; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail. Notices given pursuant to this section shall be addressed as follows:

To the City:	Attn: Jason Laumer City Manager City of Celina 142 N. Ohio Street Celina, Texas 75009 E-mail: jlaumer@celina-tx.gov
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory St., Suite 100 Denton, TX 75206 E-mail: lvanzant@hbwvlaw.com
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, P.L.L.C. 6371 Preston Rd., Suite 200 Frisco, Texas 75034 E-mail: julie@txmunicipallaw.com
To the Owner:	Celina Ownsby Coit, LLC 106 Decker Drive, Suite 310 Irving, TX 75062 E-mail: terry.mitchell@contrastdevelopment.com
	Celina Titus, LLC

106 Decker Drive, Suite 310
 Irving, TX 75062
 E-mail: terry.mitchell@contrastdevelopment.com

With a copy to: Attn: Misty Ventura
 Shupe Ventura, PLLC
 9406 Biscayne Blvd.
 Dallas, Texas 75218
 E-mail: misty.ventura@svlandlaw.com

8.06 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 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 30 days after the initial written notice of the alleged failure has been given.

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

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless (i) the portion of the Property for which performance is suspended is the subject of the default, or (ii) the portion of the Property for which performance is suspended is owned or controlled by the owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of “Tract X” by “Developer A” based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of “Tract X” and all tracts owned by “Developer A” if “Developer A” is in default on “Tract Y”); or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the term.

8.08 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.

8.09 Reservation of Rights. This Agreement constitutes a “permit” within the meaning of Chapter 245, Texas Local Government Code, as amended. In the event the voluntary annexation as contemplated by this Agreement is not completed, the Parties expressly consent to completion of annexation of the Property by City during the Term and agree: (a) that this Agreement is an agreement required by Section 43.016, as amended, of the Texas Local Government Code; (b) that this Agreement is a written agreement regarding services required by Section 43.0672, as amended, of the Texas Local Government Code; (c) that this Agreement is a voluntary petition by the owners of the Property for annexation in compliance with Section(s) 43.0671 and/or 43.028, as amended, of the Texas Local Government Code, or is a petition satisfying all requirements of Section 43.0685, as amended, of the Texas Local Government Code; and (d) that neither the Owner, Purchaser, any End-Buyer or subsequent owner shall sign a petition authorized by Section 43.0687, as amended, of the Texas Local Government Code. The provisions of this Section 7.09 are considered by the Parties to be terms for annexation authorized by Section 212.172(b)(7) of the Texas Local Government Code.

8.10 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/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT:

(i) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- (C) NUISANCE.**

(ii) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS UNDER THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND THE OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE OWNER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY WITH RESPECT TO THE IMPROVEMENTS REQUIRED TO BE CONSTRUCTED BY 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 IMPROVEMENTS.

(b) THIS SECTION 8.10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.11 Interpretation. The Parties and the Purchaser 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.

8.12 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

8.13 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, the Owner does not own an immaterial portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

8.14 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

8.15 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.

8.16 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.

8.17 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan (for the ETJ Property)
Exhibit D	Development Regulations (for the ETJ Property)
Exhibit E	Depiction of Coit Water Line and 12-Inch Water Line
Exhibit F	Conceptual Sidewalk Plan
Exhibit G	Landscape, Trail, Screening and Amenity Center Conceptual Plan

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY:

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2019, 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.

[SEAL]

Notary Public in and for the State of TEXAS

My Commission Expires:

Attachment: Development Standards (Wilson Creek Meadows)

CELINA TITUS, LLC

Terry W. Mitchell
 Manager
 Celina Titus, LLC

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by Terry Mitchell, Manager of Celina Titus, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public in and for the State of TEXAS

My Commission Expires:

Attachment: Development Standards (Wilson Creek Meadows)

CELINA OWNSBY COIT, LLC

Terry W. Mitchell
 Manager
 Celina Ownsby Coit, LLC

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by Terry Mitchell, Manager of Celina Ownsby Coit, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public in and for the State of TEXAS

My Commission Expires:

Attachment: Development Standards (Wilson Creek Meadows)

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

TRACT 1 – IN CITY PROPERTY:

LEGAL DESCRIPTION

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, and being all of a called 105.79 acre tract of land described in a Special Warranty Deed to Celina Titus, LLC, as recorded in Instrument No. 20190401000388930 of the Official Public Records of Collin County, Texas, same being all of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 148 of the Deed Records of Collin County, Texas (described as the southeastern 0.172 acre tract from hereon), and being more particularly described as follows:

BEGINNING at a railroad spike found for the northeast corner of said 105.79 acre tract, common to the northwest corner of a called 40.039 acre tract of land described in a deed to City Global Investment, LLC, as recorded in Instrument No. 20151130001493780 of the Official Public Records of Collin County, Texas, same being on the southerly line of a called 317.729 acre tract of land described in a deed to Belknap FP, Ltd., as recorded in Volume 4288, Page 156 of the Land Records of Collin County, Texas, and in County Road 88, a variable width right-of-way, no record found;

THENCE South 00°27'04" East, departing the right-of-way of said County Road 88, along the easterly line of said 105.79 acre tract and the westerly line of said 40.039 acre tract, a distance of 2571.21 feet to the southeast corner of said 105.79 acre tract, common to the southwest corner of said 40.039 acre tract, same being on the northerly line of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas, from which, a 1/2 inch iron rod found for witness bears South 05°02' West, 0.2 foot;

THENCE South 89°39'55" West, along the southerly line of said 105.79 acre tract and the northerly line of said 185.094 acre tract, a distance of 1507.18 feet to a 3/4 inch iron pipe found for the northwest corner of said 185.094 acre tract, common to the northeast corner of a called 19.047 acre tract of land described in a deed to Donald L. Vest, as recorded in Instrument No. 93-0016270 of the Land Records of Collin County, Texas;

THENCE South 89°54'25" West, continuing along the southerly line of said 105.79 acre tract and along the northerly line of said 19.047 acre tract, a distance of 618.12 feet to a 1/2 inch iron rod found for the southwest corner of said 105.79 acre tract, common to the northwest corner of said 19.047 acre tract, being on the easterly line of a called 153.954 acre tract of land described in a deed to Rene Bates, as recorded in Volume 3861, Page 2239 of the Land Records of Collin County, Texas;

THENCE North 01°00'33" West, along the westerly line of said 105.79 acre tract and the easterly line of said 153.954 acre tract, a distance of 861.38 feet to a 1/2 inch iron rod found for the northeast corner of said 153.954 acre tract, common to the southeast corner of a called 49.25 acre tract of land described in a deed to Celina Coit 49 Partners, Ltd., as recorded in Instrument No. 20120612000700130 of the Official Public Records of Collin County, Texas;

THENCE North 00°34'17" West, continuing along the westerly line of said 105.79 acre tract and along the easterly line of said 49.25 acre tract, a distance of 748.96 feet to a 3/4 inch iron pipe found for the southerly northwest corner of said 105.79 acre tract, common to the southwest corner of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc., as recorded in Volume 5191, Page 313 of the Land Records of Collin County, Texas;

THENCE North 89°29'12" East, departing the easterly line of said 49.25 acre tract, along the northerly line of said 105.79 acre tract and the southerly line of said 20.00 acre tract, a distance of 783.89 feet to a point for the southeast corner of said 20.00 acre tract, common to an ell corner of said 105.79 acre tract, same being in the center of Wilson Creek;

THENCE North 21°13'48" West, along the westerly line of said 105.79 acre tract, the easterly line of said 20.00 acre tract, and along said creek, a distance of 38.95 feet to a point for corner;

THENCE North 35°29'12" East, continuing along the westerly line of said 105.79 acre tract and the easterly line of said 20.00 acre tract, along the easterly line of a called 8.626 acre tract of land described in a deed to Prosper Land Company, Ltd., as recorded in Instrument No. 20181116001556640 of the Official Public Records of Collin County, Texas, and continuing along said creek, a distance of 367.50 feet to a point for corner;

THENCE continuing along the westerly line of said 105.79 acre tract and the easterly line of said 8.626 acre tract, along the westerly line of aforesaid southeastern 0.172 acre tract, the easterly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2383, Page 570 of the Deed Records of Collin County, Texas (described as the southwestern 0.172 acre tract from hereon), and continuing along said creek, the following courses:

North 06°29'12" East, a distance of 135.40 feet to a point for corner;

North 23°45'48" West, a distance of 206.30 feet to a point for corner;

North 14°59'48" West, a distance of 136.00 feet to a point for corner;

North 12°30'48" West, a distance of 171.14 feet to a point for the northwest corner of said southeastern 0.172 acre tract, being on the southerly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 144 of the Deed Records of Collin County, Texas (described as the northwestern 0.172 acre tract from hereon), and in aforesaid County Road 88;

THENCE North 89°42'50" East, departing said creek, along the northerly line of said southeastern 0.172 acre tract, the northerly line of said 105.79 acre tract, along the southerly line of said northwestern 0.172 acre tract, the southerly line of a called 0.144 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 141 of the Deed Records of Collin County, Texas, the southerly line of a called 3.23 acre tract of land described in a deed to Tropix Pools Real Estate LLC, as recorded in Instrument No. 20150205000129420 of the Official Public Records of Collin County, Texas, the southerly line of a called 6.00 acre tract of land described in a deed to Manus Chaiprasert and wife, Suwanna Chaiprasert, as recorded in Instrument No. 20080606000668720 of the Official Public Records of Collin County, Texas, the southerly line of a called 4.517 acre tract of land described in a deed to Wesley D. Stalcup, as recorded in Volume 3014, Page 280 of the Land Records of Collin County, Texas, also along the southerly line of a called 5.00 acre tract of land described in a deed to Wesley D. Stalcup, as recorded in Volume 3014, Page 276 of the Land Records of Collin County, Texas, and the southerly line of aforesaid 317.729 acre tract, and along said County Road 88, a distance of 1284.69 feet to the **POINT OF BEGINNING**, and containing 105.942 acres (4,814,831 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Attachment: Development Standards (Wilson Creek Meadows)

TRACT 2 – ETJ PROPERTY (CONSISTING OF A 19.048 ACRE TRACT AND A 60.971-ACRE TRACT)

19.048-acre tract:

1030, City of Celina ETJ, Collin County, Texas, and being all of a called 19.047 acre tract of land described in a Warranty Deed to Donald L. Vest, as recorded in Instrument No. 93-0016270 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 19.047 acre tract, common to the southwest corner of a called 105.79 acre tract of land described in a deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 60.971 acre tract of land described in a deed to Celina Ownsby Coit, LLC as recorded in Instrument No. 20180518000609810 of the Official Public Records of Collin County, Texas;

THENCE North 89°54'06" East, departing the easterly line of said 60.971 acre tract, along the northerly line of said 19.047 acre tract, the southerly line of said 105.79 acre tract, and generally along a fence, a distance of 618.09 feet to a 3/4 inch iron pipe found for the northeast corner of said 19.047 acre tract, common to the northwest corner of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas;

THENCE South 00°19'07" East, departing the southerly line of said 105.79 acre tract, along the easterly line of said 19.047 acre tract, the westerly line of said 185.094 acre tract, and generally along a fence, a distance of 1360.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 19.047 acre tract, common to the northeast corner of a called 18.531 acre tract of land described in a deed to Donald L. Vest and wife, Julie Ann Vest, as recorded in Volume 1344, Page 66 of the Deed Records of Collin County, Texas;

THENCE South 89°24'52" West, along the southerly line of said 19.047 acre tract, the northerly line of said 18.531 acre tract, and generally along a fence, a distance of 599.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 19.047 acre tract, common to the northwest corner of said 18.531 acre tract, being on the easterly line of a called 42.970 acre tract of land described in a deed to Christopher Wesson Bosh and Adrienne Bosh, as recorded in Instrument No. 20131001001373380 of the Official Public Records of Collin County, Texas;

THENCE North 01°01'45" West, along the westerly line of said 19.047 acre tract, the easterly line of said 42.970 acre tract, and generally along a fence, a distance of 108.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said 42.970 acre tract, common to the southeast corner of aforesaid 60.971 acre tract;

THENCE North 01°06'13" West, continuing along a westerly line of said 19.047 acre tract, along the easterly line of said 60.971 acre tract, and generally along a fence, a distance of 1257.62 feet to the POINT OF BEGINNING and containing 19.048 acres (829,747 square feet) of land, more or less.

60.971-acre tract:

EXHIBIT "A"
(METES & BOUNDS DESCRIPTION)

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstracts 1008 and 1009, Collin County, Texas, said tract being a remainder of that tract of land conveyed to Rene Bates, according to the document filed of record in Volume 3861, Page 2239, Land Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of that tract of land conveyed to Christopher Wesson Bosh and Adrienne Bosh, according to the document filed of record in Document Number 20131001001373380, Official Public Records Collin County, Texas, located in the east line of that tract of land conveyed to Tambros Land Company, LLC, according to the document filed of record in Document Number 20170106000027700, Official Public Records Collin County, Texas, from which a "PK NAIL" found for witness in Collin County Road 86 bears North 03°49'24" West, 0.50 feet;

THENCE North 00°49'54" West, generally with said road and the west line of the above mentioned Bates tract, a portion of the east line of said Tambros tract and passing at a distance of 210.00 feet a "PK NAIL" found for the northeast corner of said Tambros tract, same being common with the southeast corner of that tract of land conveyed to Westgate 115 Investors, L.P., according to the document filed of record in Document Number 20130621000869270, Official Public Records Collin County, Texas and continuing with the east line of said Westgate tract, same being common with the west line of said Bates tract for a total distance of 2024.54 feet to a "PK nail" set in said common line for the most westerly northwest corner of this tract;

THENCE North 89°30'21" East, leaving said road and common line, over and across said Bates tract, a distance of 113.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for an interior "ell" corner of this tract;

THENCE North 00°49'54" West, a distance of 100.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the most easterly northwest corner of this tract and being in the south line of that tract of land conveyed to Celina Coit 49 Partners, LTD., according to the document filed of record in Document Number 20120612000700130, Official Public Records Collin County, Texas;

THENCE North 89°30'21" East, with said south line, a distance of 1140.10 feet to a 1/2" iron rod found in the west line of that tract of land conveyed to Celina Titus, LLC, according to the document filed of record in Instrument Number 20160401000388930, Official Public Records Collin County, Texas and being the southeast corner of said Celina Coit 49 Partners tract;

THENCE South 01°00'46" East, with said west line, a distance of 861.54 feet to a 1/2" iron rod found for the southwest corner of said Celina Titus tract, same being the northwest corner of that tract of land conveyed to Donald L. Vest, according to the document filed of record in Document Number 93-0016270, Deed Records Collin County, Texas;

THENCE South 01°06'13" East, with the west line of said Vest tract, a distance of 1257.62 feet to a 1/2" iron rod with red plastic cap stamped "KHA" set in said west line for the northeast corner of the above mentioned Bosh tract;

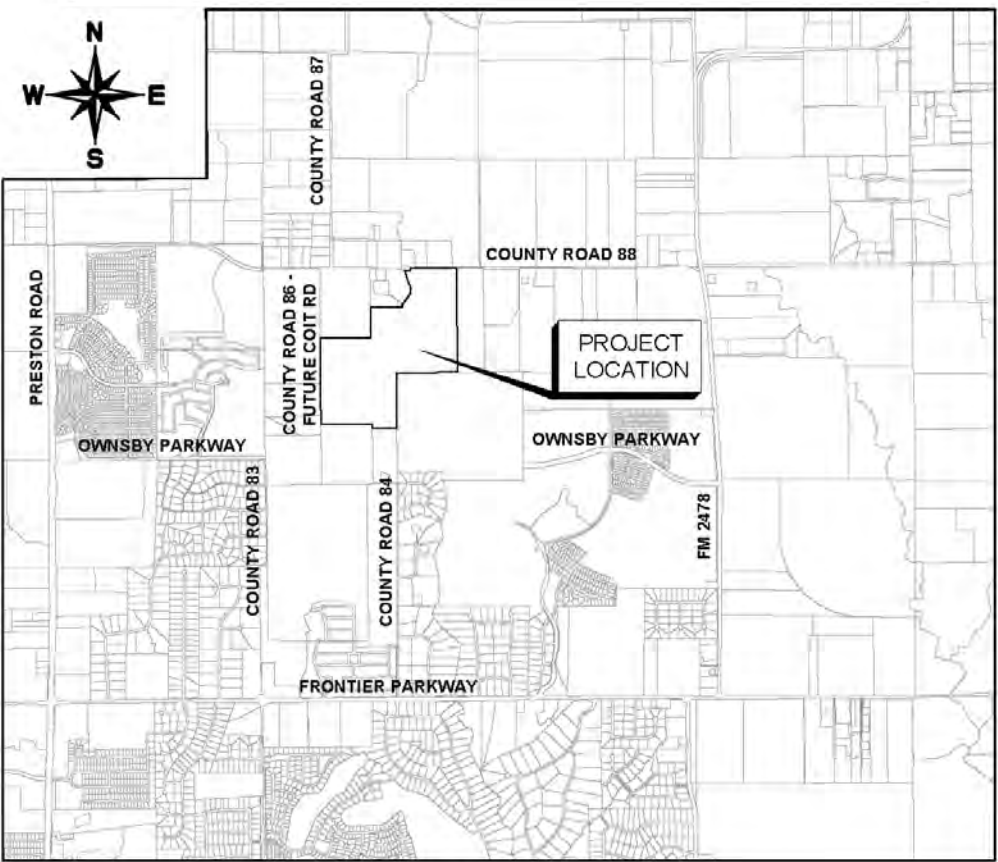
THENCE South 89°15'31" West, leaving said west line and with the north line of said Bosh tract, a distance of 1261.77 feet to the **POINT OF BEGINNING** and containing 60.971 acres (2,655,876 square feet) of land, more or less.

Michael B. Marx 3/14/18

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com



EXHIBIT B
DEPICTION OF THE PROPERTY

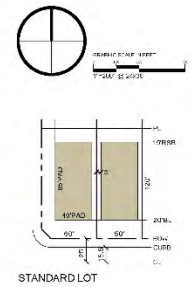
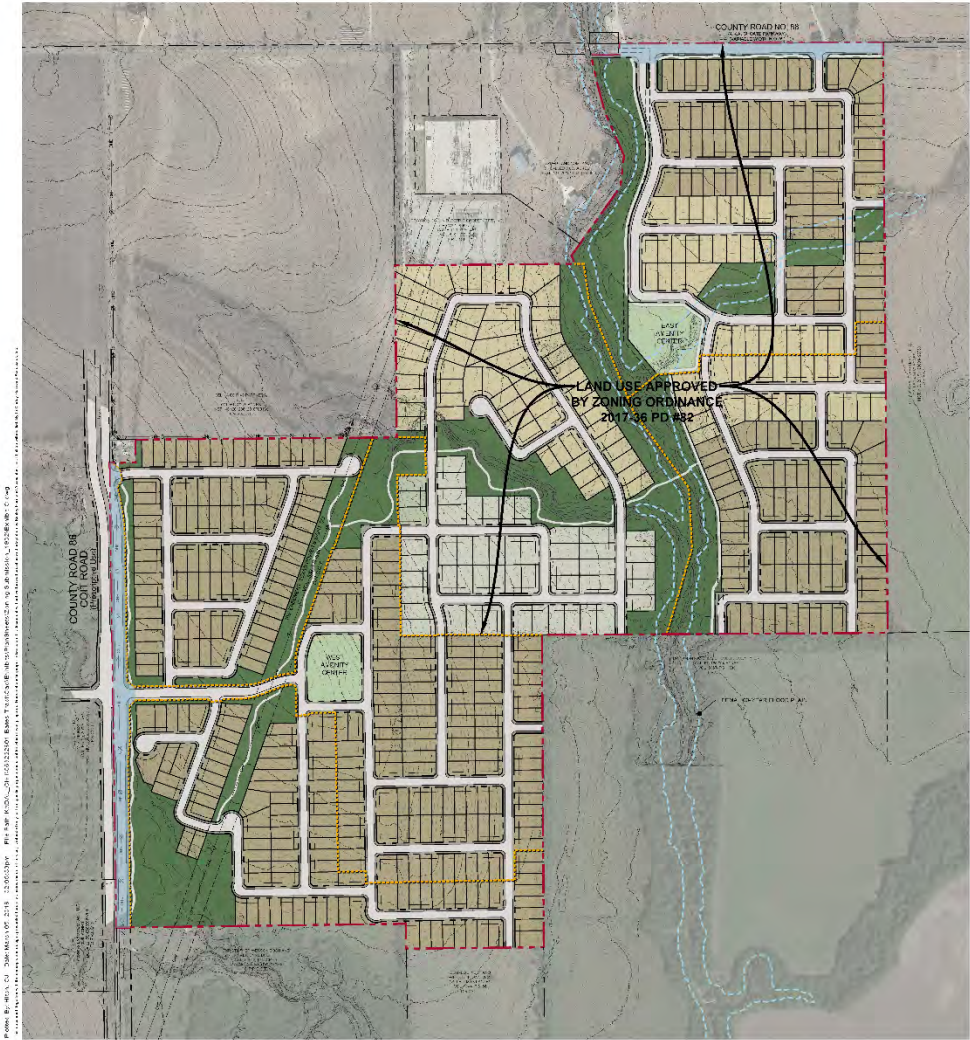


VICINITY MAP

1" = 4000'

Attachment: Development Standards (Wilson Creek Meadows)

EXHIBIT C
CONCEPT PLAN – ETJ PROPERTY



Lot Summary (ETJ Property)	
Lots Provided	308
Lots Allowed	325
Land Use Acreage Summary (ETJ Property)	
Throughlane ROW	2.8 x 2.0
Open Space Provided	12.2 x 2.0
Area Net of Throughlane	77.212 ac
Total Acres	80.038 ac
Percent Open Space	17.1%
Land Use Acreage Summary for the "Property"	
Throughlane ROW - Roadway ROW	4.0
Open Space - Meadows	23.4
Open Space - Overlook	12.3
Open Space (Amenity Center - Meadows)	2.3
Open Space (Amenity Center - Overlook)	3.8
Total Open Space	39.0
Net Area of Lots / Residential Right of Way	146.2
Total	185.8
Open Space Acreage Summary for the "Property"	
Open Space & Amenity Centers	39.0
Area (Net of Throughlane P on Roadway ROW)	131.3
Total Percent Open Space	21.5%

NOTE
1. KEY LOTS SHALL HAVE A SIDEYARD SETBACK ADJACENT TO THE SIDE STREET, WHICH IS THE SAME WIDTH AS THE FRONT YARD SETBACK OF THE LOT IT BACKS TO.

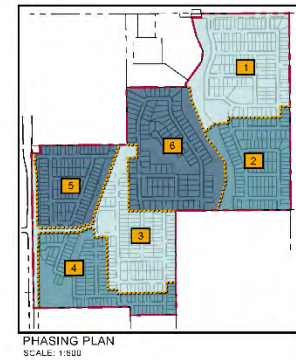


EXHIBIT "C" - CONCEPT PLAN
Wilson Creek Meadows
THIS ABBREVIATED CONCEPT PLAN IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ANY RESULTS OR A COMMITMENT TO ANY SPECIFIC DEVELOPMENT. THE FINAL DESIGN AND CONSTRUCTION OF THE PROJECT SHALL BE DETERMINED BY THE CLIENT AND THE ENGINEER.
March 2019
OWNER / APPLICANT:
Coker County, OK, LLC
Coker County, OK
1000 E. 10th St., Suite 100
Baker, OK 73008
P: 405.233.1000
F: 405.233.1001
E: info@cokercountyok.com
ENGINEER / SURVEYOR:
Kimley-Horn and Associates
1000 E. 10th St., Suite 100
Baker, OK 73008
P: 405.233.1000
F: 405.233.1001
E: info@kimley-horn.com

Kimley-Horn

Attachment: Development Standards (Wilson Creek Meadows)

EXHIBIT D
DEVELOPMENT REGULATIONS – ETJ PROPERTY

Planned Development Regulations

1.0 Purpose

The purpose of these Development Regulations is to create a well-designed, environmentally sensitive community which creates open spaces and trails which link the various areas of the development to encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing corridors and proposed usable open space dedication (dedicated to the HOA), trails, ornamental trees, and shade trees. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with one's neighbors.

2.0 Definitions

Except as otherwise defined in this Agreement, terms used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, in effect on the effective date of this Agreement and as amended in the future (the "Zoning Ordinance").

3.0 General Regulations

- 3.1 A homeowners association ("HOA") shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan.
- 3.2 The maximum number of single-family residential lots within the ETJ Property shall be 320. The layout for this planned development is shown on the Concept Plan.
- 3.3 The phasing shown on the Concept Plan is conceptual, and may be modified by the Owner during the development process (both the size of the phase and the order of the phases may be changed).

4.0 Use Regulations

The permitted uses are outlined below:

- 4.1 The following uses are permitted by right except as otherwise noted:
 - 1. Single-family detached
 - 2. Schools (private or public)
 - 3. Civic
 - 4. Country clubs
 - 5. Golf course and related facilities

6. Marketing and sales centers associated with the development of the ETJ Property
7. Temporary construction offices and storage yards associated with development of the ETJ Property
8. Public works, including drainage facilities, water wells, and water and wastewater treatment, pumping, storage, and transmission facilities
9. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
10. Recreation/Amenity centers, pools, cabana buildings and/or locker/changing rooms
11. Temporary concrete or asphalt batch plants associated with development of the ETJ Property
12. Houses of worship
13. Agricultural
14. All other SF-R single family residential district uses as it exists or may be amended

5.0 Area Regulations

- 5.1 General Area regulations for residential uses are set forth in the table and notes below in this Section 5.0 which contain the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the ETJ Property.

Minimum Lot Size	5,500 SF
Maximum Building Height	45 feet
Minimum Front Yard Setback (See notes 3 & 5)	20 feet
Minimum Side Yard Setback (Interior Side) (See note 6)	5 feet
Minimum Side Yard Setback (Corner Side) (See notes 6 & 7)	15 feet
Minimum Rear Yard Setback	15 feet
Minimum Lot Width (See notes 1 & 2)	50 feet
Minimum Lot Depth	110 feet
Minimum Dwelling Unit Size	1,250 square feet
Maximum Lot Coverage (See note 4)	60%

1. The lot widths shall be measured along the arc of the front building line.
2. Where front porches or rear covered patios are provided, they shall be permitted to encroach a maximum of five feet into the front or rear setback line.

3. Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.
4. J-swing garages may encroach into the front building line by five feet.
5. The face of a J-swing garage may be located no closer than 20 feet to the side lot line it faces.
6. For street corner lots with a side touching and adjacent to the front yard of a lot behind it, the side yard on the street side of the lot shall be the same width as the adjacent lot front yard.

6.0 Design Standards

- 6.1 Exterior building facades for residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Zoning Ordinance except as follows:
 1. Building materials shall comply with the applicable requirements in Section 14.05.152 of the Zoning Ordinance, except that cementitious fiberboard may be used on the second story provided it is interrupted by an intersecting roof line or another architectural feature. No other building design, layout or architectural standards of the Zoning Ordinance shall apply to detached single-family residences within the ETJ Property.
 2. Every detached single-family residence shall have at least two enclosed parking spaces and two spaces on the driveway between the street right-of-way and the front building line.
 3. Front facing garage doors with access from the street shall be allowed provided the garage doors are located at or behind the front building line. Additionally, all front facing garage doors must be in line with or behind the front facade of the house. Front facade shall be defined as the front of a building, or any face of a building given special architectural treatment. In order for a front porch to be treated as the front of the building, it must extend the length not encompassed by a garage and must be covered.
 4. The primary roof pitch for residential building types shall not be less than 8:12. The minimum pitches do not apply to porches, specialty roofs, awnings, dormers, or other similar architectural features.
 5. No building shall exceed a height of more than 45 feet, measured at the mid-point between the top plate and the dominate roof ridge.

7.0 Screening Regulations

7.1 Landscape Buffer:

1. A landscape buffer with a minimum width of 40 feet will be required adjacent to Coit Road except that it may be reduced to 30 feet when a left or right turn lane right-of-way flare occurs. Landscape buffers adjacent to the collector and arterial public right-of-way shall contain at least one large canopy tree, minimum 3" caliper, every 40 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped or clustered to facilitate site design but shall not exceed 250 linear feet between trees. For every five large canopy trees or fraction thereof required along the street frontage of Coit Road, two small ornamental trees, minimum 2" caliper, shall also be provided. For every five large canopy trees or fraction thereof required along the street frontage of Coit Road, 1,000 square feet of ornamental planting shall be placed along the sidewalk/ trail. Ornamental plantings may be grouped or clustered to facilitate design but shall not exceed 2,500 linear feet between groupings and/or clusters. Sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer. Landscape planting areas shall be included intermittently along either side of the sidewalk and trail within the Landscape buffer area.
2. A landscape buffer with a minimum width of 20 feet will be required when a residential lot backs or sides to Punk Carter Parkway. Landscape buffers adjacent to both side of Punk Carter Parkway public right-of-way shall contain at least one large canopy tree that is a minimum of three inches in caliper at the time of planting for every 50 linear feet. Trees may be grouped or clustered to facilitate design, but there shall not be more than 250 linear feet between required trees.

7.2 Screening Fences:

1. For single-family lots siding or backing to Coit Road, there shall be a minimum six-foot masonry wall.
2. For single family lots siding or backing to Punk Carter Parkway, there shall be a minimum eight foot board on board wood fence with stone columns.
3. No other screening fence requirements shall apply.

8.0 Open Space Regulations

- 8.1 This section shall satisfy all requirements in 14.03.008 SF-R, single-family residential district for open space dedication, amenities and improvements for the ETJ Property.
 1. Open space areas within the ETJ Property containing trails shall be open to the public. Amenity centers, Common Areas, multi-use fields, playground equipment, dog parks, and other amenities shall be privately owned and maintained, and shall only be used by residents and their guests.
 2. A minimum of 12 acres (approximately 15 percent of the ETJ Property), as shown on the attached **Exhibit F**, shall be retained as open space. Such open space may be located anywhere on the ETJ Property. For the purposes of this **Exhibit D**, the term "open space" means natural areas, floodplain, areas used for drainage and detention,

common areas and parkway and landscape easements, as well as any area used for an amenity center. Open space shall be privately owned. Open space shall not consist of any area platted for residential dwellings or road right-of-way.

3. As shown on the attached **Exhibit F**, over 4,500 linear feet of eight-foot and ten-foot wide sidewalks shall be constructed within the ETJ Property in phases as the ETJ Property is developed. An eight-foot sidewalk shall be installed along both sides of Punk Carter Parkway from Coit Road to the western amenity center, and within the power line easement from the southernmost cross street to the northern cul-de-sac and east from the power line trail to the western tributary sidewalk in the City Property. A ten-foot wide sidewalk shall be constructed along the east side of Coit Road. Sidewalks shall be located on land dedicated to the homeowners association.
4. The exact location of the trail shown on the attached **Exhibit F** is conceptual and subject to change at the time the final street and lot layout is determined (construction plat). Further, the trail may be built in phases based on the limits of each construction plat.
5. An amenity center shall be constructed within the ETJ Property prior to the 200th building permit being issued for a home located west of Wilson Creek within the ETJ Property. At a minimum, this amenity center shall contain a building which consists of enclosed restrooms, changing areas, and a covered patio; a swimming pool; a children's splash pad; an artificial grass event lawn with lighting; two fire pits; a commercial grade playground with at least 12 play elements; associated sidewalks; and at least 14 parking spaces. Undeveloped areas within the lot containing this amenity center shall be fully landscaped and irrigated. The amenity center shall be privately owned and maintained, and shall only be used by residents and their guests. The City will review and certify that the playground is in compliance with the requirements of this section.
6. Two benches and a trash receptacle shall be placed in two locations within the ETJ Property along the sidewalk as shown on the attached **Exhibit F**. If an area is chosen that does not already contain mature shade trees, two three-inch caliper shade trees shall also be installed in each bench location.
7. All open space areas shall be owned and maintained by the HOA.
8. No other amenity requirements listed in Sec. 14.03.008(c)(5) of the SF-R Zoning Ordinance shall be required.
9. Prior to receiving a Certificate of Occupancy, each home backing to the powerline easement shall have one three-inch caliper tree from the City's approved tree list installed in the rear yard.

10. One three-inch caliper tree from the City's approved tree list will be planted for every 50 linear feet of street frontage adjacent to the open space at the southwest corner of the ETJ Property.
11. Provided approval is granted by Oncor, the power line easement shown on the attached **Exhibit F** shall be landscaped and irrigated. At a minimum, landscaping shall consist of two-inch caliper Vitex or similar ornamental trees planted in at least four locations within the easement and totaling at least 25 ornamental trees, as well as landscape beds in at least three locations along the power line easement sidewalk totaling at least 3,000 square feet of landscape beds.

9.0 Subdivision Regulations

9.1 Development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Block length – The maximum internal block length shall be 1,200 feet (measured from intersections such as elbows, tees and cross intersections) and shall contain no more than 20 lots on each side of the street. The maximum block length along open space, perimeter property lines or thoroughfares shall be 1500 feet and shall contain no more than 30 lots on one side of the street. Other exceptions to these block length requirements may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.
2. Cul-de-Sac Length and Diameter – The maximum cul-de-sac length is 600 feet. The right-of-way “bulb” radius shall be fifty feet and the paving radius shall be 40.5 feet to back of curb.
3. Street Offset – The minimum street offset at street intersections measured centerline of road to centerline of road shall be 125 feet.
4. Temporary Dead End Streets - temporary dead end streets, which are less than or equal to 150 feet in length, are not required to have a temporary turnaround at the end of the street, even if the dead end street has lots facing it.
5. Plat and GDP Extensions - If requested in writing by the owner or developer of any portion of the ETJ Property at least 90 days prior to the expiration date, any approved GDP, construction plat and/or construction plans shall be automatically extended one time for one year. City staff shall provide written confirmation of the one year extension upon receipt of said request from the owner or developer.

6. As construction of each phase is completed, representatives of the City shall inspect the water, sanitary sewer, drainage and roadway improvements. If the City finds that such improvements have been completed in accordance with the construction plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws, rules and regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to recreational facilities and landscaping improvements that will be maintained by a HOA. Installation of franchise utilities shall be a requirement for acceptance, except that the developer may sell up to thirty percent of the lots within a platted phase and a builder may build on up to thirty percent of the lots within a platted phase without the completion of such installation if the developer indemnifies the City for any damage to the accepted improvements that results from the franchise utility provider installing such utilities after acceptance by the City. Installation of landscaping, retaining walls on private lots, hardscaping and amenity improvements (whether public or private) shall not be a requirement for acceptance of a subdivision.

EXHIBIT E
DEPICTION OF COIT WATER LINE AND 12-INCH WATER LINE

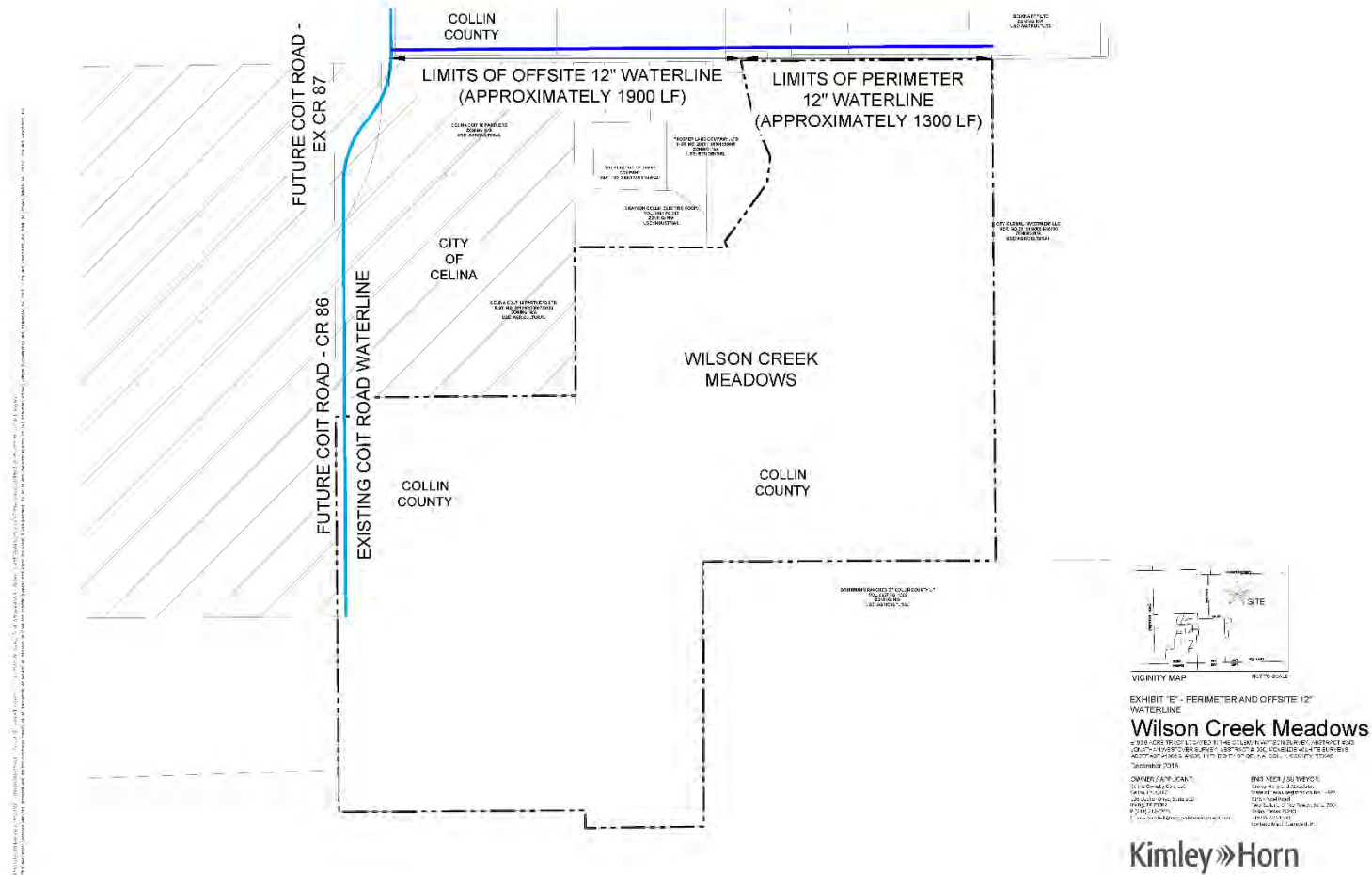


Exhibit E

The site plan illustrates a proposed residential development bounded by County Road 86 to the west and County Road No. 89 to the north. The plan includes several streets: Cott Road, Springdale Lane, and various unnamed streets. Lots are shown as white rectangles, while green areas represent parks or open space. A yellow dashed line outlines the project boundary. A blue area indicates the 'PEAK ONE YEAR FLOOD PLAIN'. Key features include:

- Streets:** COUNTY ROAD 86, COTT ROAD, SPRINGDALE LANE, 10' SIDEWALK, 8' SIDEWALK.
- Parks/Open Space:** WEST MEADOWS PARK, EAST MEADOWS PARK.
- Flood Zones:** PEAK ONE YEAR FLOOD PLAIN (blue area).
- Other Features:** Star symbols indicating specific points of interest, and various lot numbers and dimensions.

PHASING PLAN
SCALE: 1:500

SIDEWALK LEGEND

	8' SIDEWALK
	10' SIDEWALK
	LOCATION OF 2 PARK BENCHES AND TRASH RECEPTACLE



March 2019

OWNER / APPLICANT: Celia Guebara Coll, LLC Celia Guebara Coll, LLC 1515 Decker Drive, Suite 300 Irving, TX 75039 P (214) 212 9828 L.arry.ari.dcoll@celiascoll.com or Lcoll@celiascoll.com	ENGINEER / SURVEYOR: Kimley-Horn and Associates State of Texas Registration No. P-578 15455 Noel Road Texas District Office - Dallas, Suite 700 Dallas, Texas 75249 P (972) 770 1330 Contact: Matt Duzewski, PE
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Kimley»Horn

Exhibit G
Landscape, Trail, Screening and Amenity Center Conceptual Plan



Attachment: Development Standards (Wilson Creek Meadows)



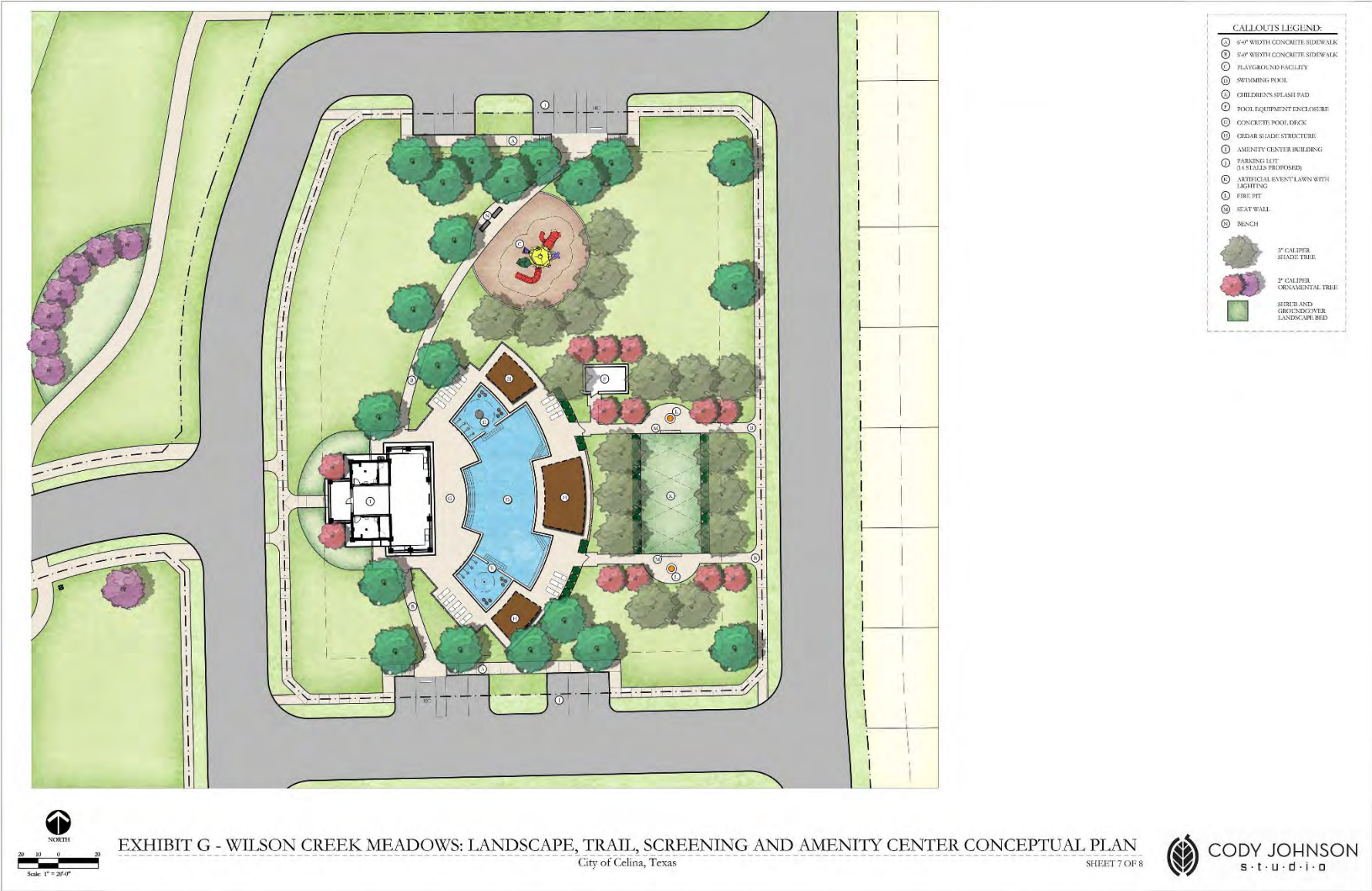
Exhibit G - Page 3



Attachment: Development Standards (Wilson Creek Meadows)



Attachment: Development Standards (Wilson Creek Meadows)



Attachment: Development Standards (Wilson Creek Meadows)



Attachment: Development Standards (Wilson Creek Meadows)

Wilson Creek Meadows

Revised Development Agreement

Planning & Zoning Commission

May 21, 2019

Attachment: Staff Presentation (Wilson Creek Meadows)

Location Map

- The subject property is generally on the east side of CR 86 (future Coit Road) and south side of Choate Parkway

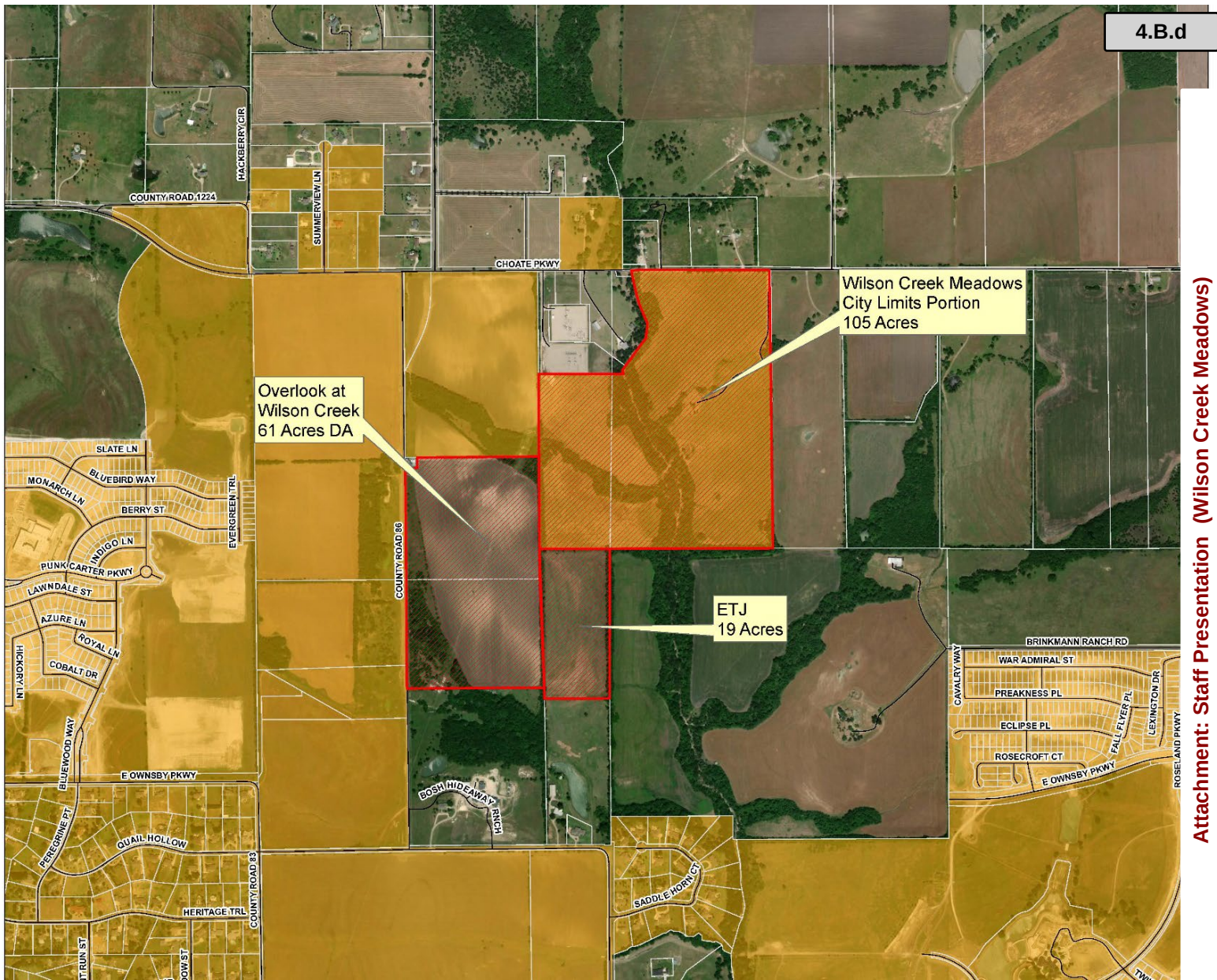
Attachment: Staff Presentation (Wilson Creek Meadows)

Background

- The City recently approved development agreements for Wilson Creek Meadows (105 acres - 2017) and the Overlook at Wilson Creek (61 acres - 2018)
- Since that time, the developer desires to add another 19 acre tract currently located in the City's ETJ to the development to create a more holistic master planned community
- The revised development agreement outlines the joining of these tracts together under a consistent and unified set of development standards

Attachment: Staff Presentation (Wilson Creek Meadows)

Project Overview



Attachment: Staff Presentation (Wilson Creek Meadows)



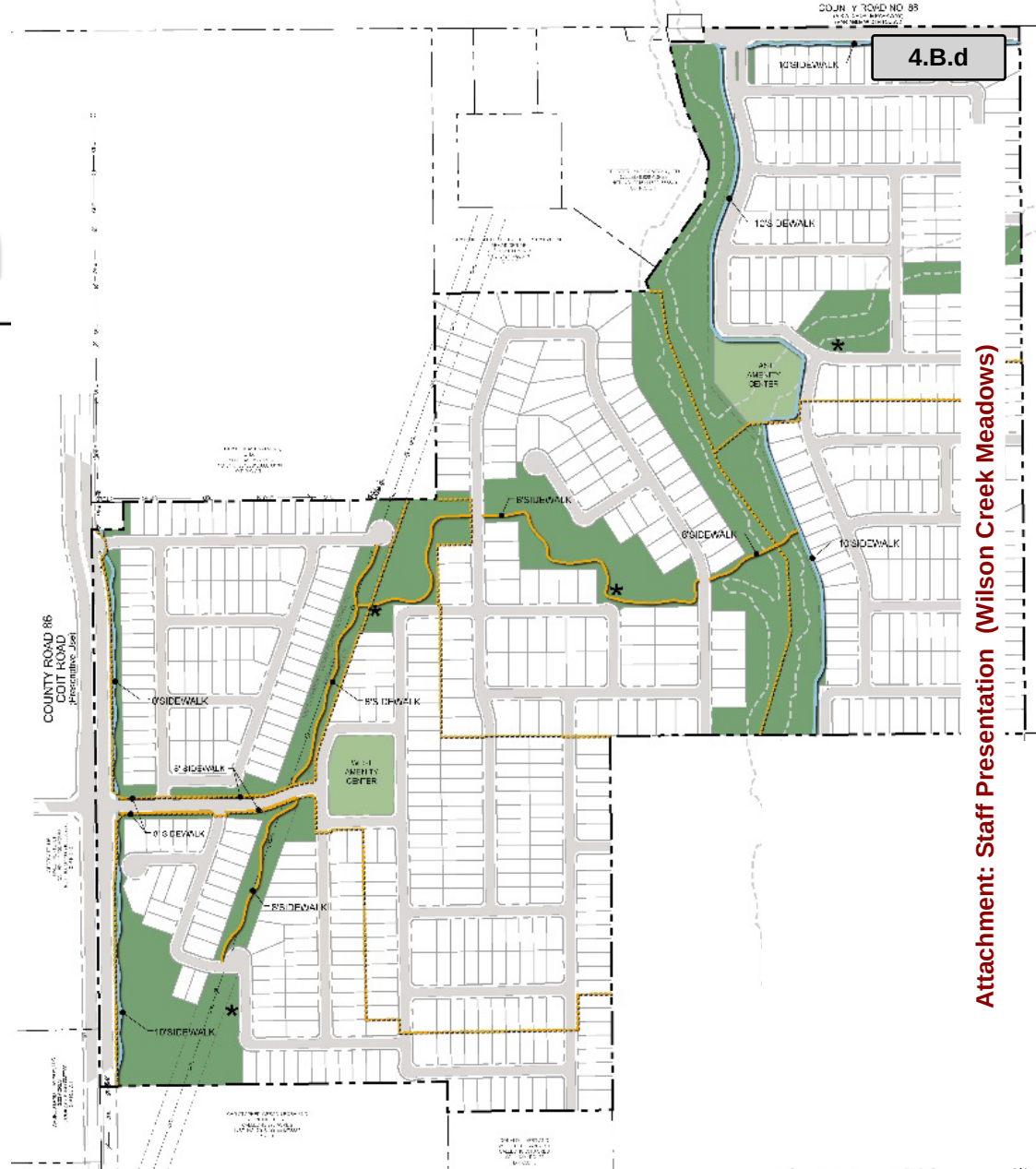
Revisions Overview

In addition to combining the 3 various tracts into one cohesive development, the revised agreement requires additional enhancements and design standards of the future community

Project Overview

- A 2nd amenity center is required of the master planned community – 1 for each side of Wilson Creek
- Trail extensions, wider sidewalks, enhanced landscape buffers and internal landscaping, and additional requirements were added to what was previously approved
- The final lot count is 643 lots (479 - 50s, 116 – 60s, 48 – 70s)
- Of the 185 acres, only 19 acres are being added

Concept Plan



Attachment: Staff Presentation (Wilson Creek Meadows)



Proposed Amenities

4.B.d



MAIN ENTRY MONUMENT ELEVATION

NOT TO SCALE



MAIN ENTRY MONUMENT ELEVATION

NOT TO SCALE



SPLASH PAD EXAMPLES

PLAYGROUND EXAMPLES



Attachment: Staff Presentation (Wilson Creek Meadows)

Proposed Amenities

4.B.d



SECONDARY MONUMENT ELEVATION
NOT TO SCALE

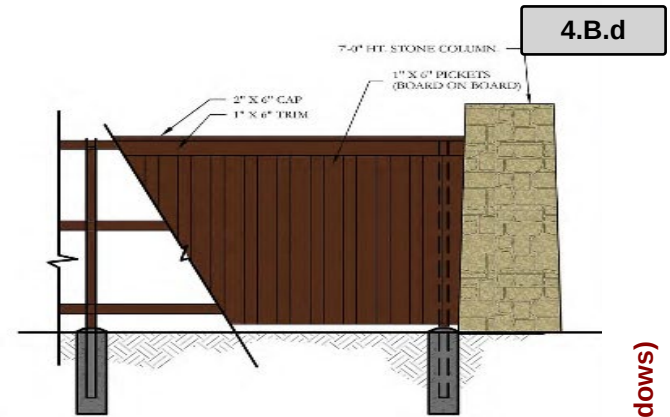


Attachment: Staff Presentation (Wilson Creek Meadows)

Proposed Amenities

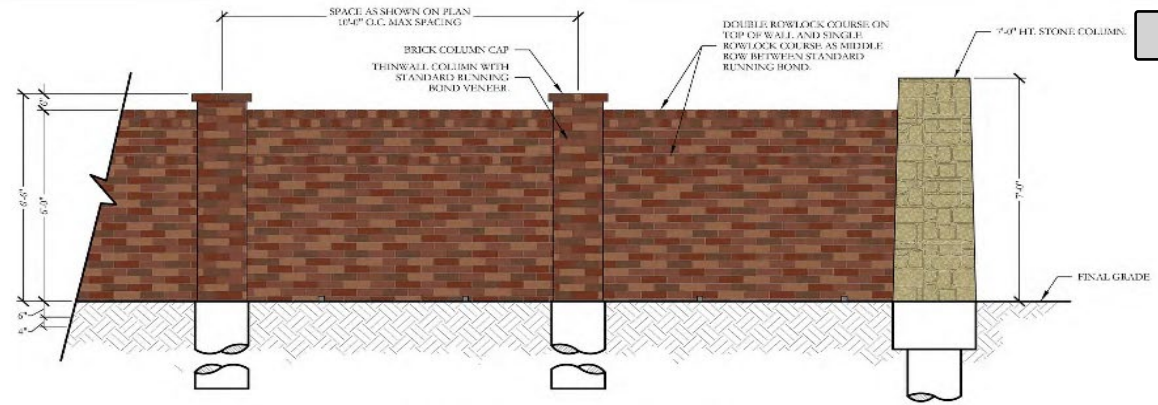


WOOD FENCE EXAMPLE



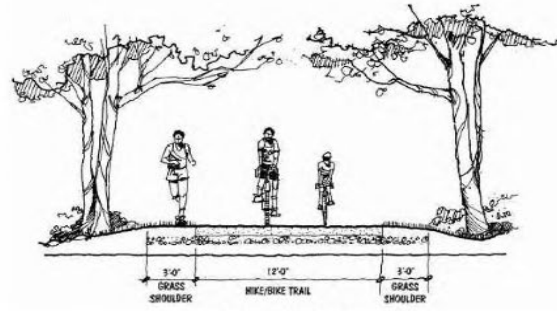
Attachment: Staff Presentation (Wilson Creek Meadows)

Proposed Amenities



BRICK THIN WALL - ELEVATION

SCALE: 1/2" = 1'-0"



TRAIL EXAMPLE



SOCCER FIELD EXAMPLES



LANDSCAPE EXAMPLES

4.B.d

Attachment: Staff Presentation (Wilson Creek Meadows)

Recommendation

- Notices were published in compliance with State and local law
- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in June
- Staff recommends approval as presented