

**NOTICE OF TELECONFERENCE MEETING CITY COUNCIL MEETING AND AGENDA
THE CITY OF PRINCETON, TEXAS
October 19, 2020**

The City Council of the City of Princeton will meet in Teleconference Meeting Session on October 19, 2020 at 8:30 AM to discuss the following

Honorable John-Mark Caldwell,
Mayor

Honorable Steven Deffibaugh,
Mayor Pro Tempore, Place 5

David Kleiber,
Councilmember, Place 1

Mike Robertson,
Councilmember, Place 2

Nikki Krum,
Councilmember, Place 3

Richard Sheehan,
Councilmember, Place 4

CALL TO ORDER

ROLL CALL

John - Mark Caldwell
Steven Deffibaugh
David Kleiber
Mike Robertson
Nikki Krum
Richard Sheehan

INVOCATION

CITIZEN APPEARANCE

Citizens are allowed 3 minutes to speak. The Council is unable to respond to or discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

CONSENT AGENDA

Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

Minutes

Discussion and possible action regarding the minutes of the September 28, 2020 Regular Teleconference City Council Meeting.
[CC Minutes 09-28-20.doc](#)

Ordinance 2020-10-19 (Amending Council Relations Policy)

Discussion and possible action amending Ordinance 2020-10-19, the Council Relations Policy, Rules of Order and Code of Ethics for the City of Princeton

City Council.

[Ordinance 2020-10-19 Amending Rules of Order 10.19.2020.doc](#)

[Proposed Rules of Order.pdf](#)

Resolution 2020-10-19-R (IPO#115)

Discussion and possible action regarding Resolution 2020-10-19-R, IPO# 115 for the design of the south bound lanes on Beauchamp Boulevard through Bois D Arc Professional Park, previously approved by the Princeton Economic Development Corporation.

[IPO #115 \(Bois D Arc Professional Park to Myrick Lane\) Signed.pdf](#)

SPECIAL AGENDA

2020- Official Newspaper

149 Discussion and possible action regarding the designation of the official newspaper for the City of Princeton.

2020- Development Agreement (Lake Meadow CR452 Reconstruction)

150 Development agreement between the City of Princeton and AJFund LLC, establishing the terms for the escrow of funds for the reconstruction of a portion of CR452

[Lake Meadow Development Agreement for Approval.pdf](#)

2020- Development Agreement (Myric Lane Sanitary Sewer Construction)

151 Development agreement between the City of Princeton and four land owners specifying the terms for the construction of a sanitary sewer line CIP project#13 and applying impact fee credits to the properties.

[Myric Sanitary Sewer Development Agreement for Approval.pdf](#)

2020- Development Agreement (Forest Park/College Street Construction)

152 Development agreement between the City of Princeton, Ann McKinley & M/I Homes of DFW, LLC specifying the terms for the development and annexation of a 52.47 acre tract of land and the construction of College Street to Beauchamp Blvd.

[Wuermser Development Agreement C20009D20200929CR1 clean for approval 10192020.pdf](#)

2020- Resolution 2020-10-19-R-01 (NTMWD)

153 Discussion and possible action regarding Resolution 2020-10-19-R-01, a settlement agreement and any related agreements, including a First Amendment to the Regional Water Supply Facilities Contract by and between the City, the North Texas Municipal Water District, and all member cities of said District in full settlement of all pending petitions filed at the Public Utility Commission of Texas, including Docket Nos. 46662, 47863, 49043 and authorizing the City Manager to sign.

[ltr201005 Memo to Princeton.pdf](#)

[2020-10-19-R-01 PRINCETON Resolution approving a agreement \(NTMWD\).pdf](#)

[Exhibit 1 Dkt46662-Settlement Agreement-Clean.pdf](#)

[Exhibit 2 Dkt46662- Contract Amendment Clean.pdf](#)

2020- Trash Off

154 Update, discussion and possible action regarding the Trash off and household waste information as requested by Mayor Pro Tempore Deffibaugh.

2020- Speed Limits

155 Update, discussion and possible action regarding the speed limits on Hwy. 380 as requested by Councilmember Robertson.

2020- Future Agenda Items

- 156 Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.

EXECUTIVE SESSION

Executive Session: Under terms of Chapter 551 of Texas Government Code the City Council may enter into CLOSED SESSION or Executive Session to discuss the following:

Closed Session pursuant to Texas Government Code Section 551.071 to consult with its legal counsel to receive legal advice regarding Public Utility Commission of Texas, Docket Nos. 46662, 47863 and 49043.

Section 551.071 (2) Texas Government Code. Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter on any posted agenda items.

ACTION PERTAINING TO EXECUTIVE SESSION

REPORT AGENDA

- 1) Next Teleconference City Council Meeting, Monday, October 26, 2020 @6:30 p.m.
- 2) Bulls & Pulls Saturday, October 24, 2020 J.M. Caldwell Sr. Community Park 9:00 a.m. - 7:00 p.m.

CC REPORT AGENDA

City Council reports about items of community interest regarding which no action will be taken.

ADJOURNMENT

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Princeton City Hall @ _____ and copies thereof were delivered to the Mayor, Mayor Pro-Tempore and Councilmembers.

Tabatha Monk, City Secretary

STATEMENT FOR ADA COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretation services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Princeton sponsored public programs, services and/or meetings, the City requests the individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Tabatha Monk, City Secretary, or other designated official at 972-734-2416. The City Council reserves the right to consult in executive session with its attorney and to receive legal advice regarding any item listed on this agenda pursuant to Section 551.071(b).

Minutes

The City of Princeton

Teleconference City Council Meeting of September 28, 2020

The City Council of the City of Princeton, Texas, met in Regular Session via teleconference on September 28, 2020 at 6:30 p.m.

The following Councilmembers were present and logged on via teleconference: Councilmember David Kleiber, Councilmember Mike Robertson, Councilmember Nikki Krum and Mayor Pro-Tempore Steve Deffibaugh. Mayor John – Mark Caldwell was present. The following Councilmember were absent: Councilmember Richard Sheehan. The following Staff Members were present: City Manager Derek Borg, Assistant City Manager Lesia Gronemeier, City Secretary Tabatha Monk, Director of Development Services Shawn Fort, Director of Finance Carron Prigmore, Fire Chief Tom Harvey, Director of Public Works Tommy Mapp, Parks and Rec Director Chase Bryant and Marketing Manager Debbie Cooke.

Mayor **Caldwell** called the **City Council Meeting to order at 6:30 P.M.**

Mayor **Caldwell** called roll, present were Councilmembers **David Kleiber, Mike Robertson, Nikki Krum and Steve Deffibaugh.**

Mayor **Caldwell** announced the Invocation, given by Pastor **Kelly Carr** of the New Hope Community Church.

Mayor **Caldwell** then announced Citizen Appearance: John Kusterbeck spoke under Citizen's Appearance.

Mayor **Caldwell** announced the Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so request, in which event the item will be removed from the Consent

Agenda and considered in its normal sequence on the agenda. Items on the **Consent Agenda were:** Discussion and possible action regarding the minutes of the September 14, 2020 Regular Teleconference City Council Meeting; Discussion and possible action regarding Resolution, 2020-09-28-R-03, selecting the engineering firm Kimley-Horn and Associates, Inc. to provide engineering services for the activities to complete the 2019/2020 TxCDBG project, if funded. Mayor Pro - Tempore **Deffibaugh made a motion to approve the Consent Agenda.** Councilmember **Robertson seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the first item under the Regular Agenda:

(2020-127; Proclamation): “Presentation of a Proclamation recognizing the week of October 4th - 10th 2020 as Fire Prevention week. No action was taken

Mayor **Caldwell** then announced the second item under the Regular Agenda:

(2020-128; Resolution 2020-09-28-R-01) “Consider Resolution, 2020-09-28-R-01, of the City Council of the City of Princeton, Texas, accepting for filing a petition requesting the addition of land to the Winchester Public Improvement District and calling a public hearing.” Mayor Pro - Tempore **Deffibaugh made a motion to approve.**

Councilmember **Robertson seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the third item under the Regular Agenda:

(2020-129; Resolution 2020-09-28-R-02): “Consider Resolution, 2020-09-28-R-02, of the City Council of the City of Princeton, Texas, accepting for filing a landowner petition requesting the creation of a public improvement district; calling a public hearing to consider the creation of a public improvement district.” Mayor Pro - Tempore

Deffibaugh made a motion to approve. Councilmember **Robertson seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the fourth item under the Regular Agenda: **(2020-130 Resolution 2020-09-28-R (PIO #95B)):** “Discussion and possible action regarding Resolution 2020-09-28-R, Engineering and Design of the future South Elevated Storage Tank, authorizing funding and authorizing the City Manager to execute the agreements (IPO #95B).” Councilmember **Robertson made a motion to approve this item.** Councilmember **Kleiber seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the fifth item under the Regular Agenda: **(2020-131 Development Agreement):** “Discussion and possible action regarding a Development Agreement between the City of Princeton & Mamie McGee & Angela Butler specifying the terms for the annexation and development of a 20.56 acre tract of land (aka Pelaton Multi Family). Councilmember **Robertson made a motion to approve this item.** Mayor Pro Tempore **Deffibaugh seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the sixth item under the Regular Agenda: **(2020-132 Preliminary Plat):** “Discussion and possible action regarding a request from Cope Equities, LLC for preliminary plat approval of a 9.53 acre tract of land in the David Cherry Survey, Abstract No. 166, City of Princeton, Collin County, TX (aka Townhomes at Monticello).” Mayor Pro Tempore **Deffibaugh made a motion to approve this item.** Councilmember **Kleiber seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the seventh item under the Regular Agenda:

(2020-133 Preliminary Plat): Discussion and possible action regarding Councilmember a request from Comsor Corp., for preliminary Plat approval of a 12.046 acre tract of land in the John Snyder Survey, Abstract No.865, City of Princeton, Collin County, TX (aka NRP Apartments at Princeton Crossroads). Mayor Pro Tempore **Deffibaugh made a motion to approve this item.** Councilmember **Krum seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the eighth item under the Regular Agenda: **(2020-134 Preliminary Plat):** “Discussion & possible action regarding a request from MCG Construction Inc., for preliminary plat approval of Lots 1R1, 3R and 5R, Block A of Lost Highway Addition, City of Princeton, Collin County, TX (aka Texas Express).” Mayor Pro Tempore **Deffibaugh made a motion to approve this item.** Councilmember **Robertson seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the ninth item under the Regular Agenda: **(2020-135 Final Plat)** “Discussion & possible action regarding a request from Centurion American Development Group for final plat approval of a 96.50 acre tract of land in the David Cherry Survey, Abstract No. 166, City of Princeton, Collin County, TX (aka White Wing Trails Phase 1).” Councilmember **Robertson made a motion to approve this item.** Councilmember **Krum seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the tenth item under the Regular Agenda: **(2020-136 Preliminary Plat):** “Discussion & possible action regarding a request from The Reserves, LLC., for preliminary plat approval of a 15.11 acre tract of land in the David Cherry Survey, Abstract No. 166 & Hardin Wright Survey, Abstract No. 957, City of

Princeton, Collin County, TX (aka Princeton Meadows Storage).” Mayor Pro Tempore **Deffibaugh** made a motion to approve this item. Councilmember **Kleiber** seconded the motion to approve. The motion carried unanimously.

Mayor **Caldwell** then announced the eleventh item under the Regular Agenda: **(2020-137 Development Agreement)**: “Development agreement between the City of Princeton and LGI Homes - Texas, LLC specifying the terms for the replacement of the College Street lift station and force main (aka Princeton Heights).” Councilmember **Robertson** made a motion to approve this item. Councilmember **Krum** seconded the motion to approve. The motion carried unanimously.

Mayor **Caldwell** then announced the twelfth item under the Regular Agenda: **(2020-138 VFW Flag Program)**: “Discussion and possible action regarding the VFW Holiday Flag Program as requested by Councilmember Krum.” Mayor Pro Tempore **Deffibaugh** made a motion to approve this item for the amount up to \$1,000.00. Councilmember **Krum** seconded the motion to approve. The motion carried unanimously.

Mayor **Caldwell** then announced the thirteenth item under the Regular Agenda: **(2020-139 Lights on Hwy. 380 and Princeton Meadows)**: “Discussion and possible action regarding an update on the lights on Highway 380 and Princeton Meadows as requested by Councilmember Krum. No action was taken.

Mayor **Caldwell** then announced the fourteenth item under the Regular Agenda: **(2020-140 Future Agenda Items)** “Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.” No items were requested.” Items requested were: Trash Off Update and House hold waste program

per Mayor Pro Tempore **Deffibaugh**; Update on Hwy. 380 Speed Limits per Councilmember **Robertson**.

Mayor **Caldwell** then announced the Report Agenda: City Manager: **Derek Borg** spoke on the following items: Next Teleconference City Council Meeting, Tuesday, October 13, 2020 @6:30 p.m.; Bulls & Pulls Saturday, October 24, 2020 J.M. Caldwell Sr. Community Park @12:00 p.m. - 6:00 p.m.

City Council reports about items of community interest regarding which no action will be taken: There were none.

Mayor **Caldwell** adjourned the meeting at 7:22 P.M.

ATTEST:

John-Mark Caldwell, Date
Mayor

Tabatha Monk, City Secretary Date

CITY OF PRINCETON, TEXAS

ORDINANCE NUMBER 2020-10-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS AMENDING ORDINANCE NO. 2020-02-10-01; THE RULES OF ORDER FOR CITY COUNCIL; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Princeton, Texas is a duly organized political subdivision of the State of Texas engaged in the provision of City Government and related services for the benefit of the citizens of the City of Princeton; and

WHEREAS, the City of Princeton is a Type A General Law Municipality; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Princeton to amend such rules of proceedings in accordance with state law.

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

Section 1: The City Council of the City Princeton, hereinafter and attached hereto in Exhibit A – described Council Relations Policy, Rules of Order and Code of Ethics shall govern the conduct of Council members.

Section 2: This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Princeton, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

Section 3: If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4: The ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON ON THE 19th OF OCTOBER, 2020.

CITY OF PRINCETON, TEXAS

John-Mark Caldwell, Mayor

ATTEST:

Tabatha Monk, City Secretary

City of Princeton, Texas

City Council

**Council Relations Policy,
Rules of Order,
and Code of Ethics**

OCTOBER~~FEBRUARY~~ 130, 2020 (AMENDED)

ORDINANCE NO. 2020~~14~~-1001-1327

**COUNCIL RELATIONS POLICY,
RULES OF ORDER AND CODE OF ETHICS**

City of Princeton, Texas

October~~February~~ 13~~0~~, 2020 (AMENDED)

Ordinance No. 20~~2014~~-1004-1327

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1. AUTHORITY

1.1 TYPE A GENERAL LAW

The City Council shall determine its own rules of proceedings, order of business and procedures for meetings. TLGC 22.038 (c). These shall be in effect upon adoption by the City Council and until such time as amended, suspended or new rules are adopted in the manner provided.

1.2 AD HOC COMMITTEES

Ad Hoc Committees are formed on an as *needed* basis with a clearly defined purpose and term, as well as reporting requirements. Ad Hoc Committees will consist of up to two Council members recommended by the Mayor with concurrence through a motion of the full City Council.

1.3 COUNCILMEMBER APPOINTMENTS AND ASSIGNMENTS

The Mayor nominates and the City Council confirms Councilmember appointments to outside agencies, committees, task forces, boards and commissions. Councilmembers provide a link for representing the values, beliefs and position of the City Council to these entities. The representative will periodically report to the City Council on the activities of these organizations.

1.4 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

The Mayor has been delegated the responsibility to act as the City Council's ceremonial representative at public events and functions. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In both the Mayor's and Mayor Pro Tem's absence, the Mayor will appoint another Councilmember to assume the responsibility.

1.5 COUNCILMEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, Council members may choose to participate in community activities, committees, events and task forces. When a Councilmember participates in these types of activities, the Councilmember is acting as an interested party rather than acting on behalf of the City Council. Acting or participating on behalf of the City Council is limited to those instances when the City Council has formally designated the Councilmember as its representative for the matter.

1.6 ELECTION OF MAYOR PRO TEMPORE

At the first meeting after City Council elections are final and all members are sworn in, the City Council shall annually elect a Mayor Pro Tempore from among its members. The Mayor Pro Tempore shall act in the absence or illness of the Mayor or failure or refusal of the Mayor to act consistent with state law.

1.7 DRESS CODE

The dress code for all meetings shall be business casual.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

Regular meetings of the City Council shall be held on the second and fourth Monday of each month. The meetings are held in the City Council Chambers at the City Hall located at 123 W. Princeton Drive and begin at 6:30 p.m. Provided, however, the Council may discuss an alternate schedule for June, July and August and holidays.

a. Other Locations

The City Council may, occasionally, elect to meet at other locations or by teleconference and, upon such election, shall give public notice of the change of location in accordance with provisions of State law.

b. Location During Local Emergency

If by reason of fire, flood or other emergency, it is unsafe to meet in the City Council Chambers, the meetings may be held for the duration of the emergency at such other place or by teleconference, as may be designated by the Mayor or, in the Mayor's absence by the Mayor Pro Tem or the City Manager.

c. Cancellation of Meetings

When the day for any regular meeting falls on a legal holiday, or may not be held due to a lack of a quorum, inclement weather or a matter beyond the City Council's control, the regularly scheduled meeting for such day shall be deemed canceled unless otherwise specified by the City Council. Meetings canceled due to holidays, lack of a quorum, inclement weather or other matters beyond the City Council's control may be rescheduled for another date, at the election of the Mayor or at least three members of the City Council, and posted in accordance with the Open Meetings Act.

d. A council member shall be fined \$3.00 for each meeting that the councilmember fails to attend unless the absence is caused by the councilmember's illness or the illness of a family member. TLGC 22.038(d).

e. Consistent with state law, if a member of the City Council is absent for three regular consecutive meetings, the member's office is considered vacant unless the member is sick or has first obtained a leave of absence at a regular meeting. TLGC 22.041(b)

2.2 PRE-COUNCIL MEETING WORKSHOPS

WORKSHOP MEETINGS. Workshop meetings may be called by the Mayor or on application of three members of the City Council upon written notice. TLGC 22.038(b). The time, place, and purpose of such meetings shall be stated in each instance in accordance with law. Workshop meetings shall be to discuss in detail, or explore in depth, matters of particular interest to the City or City Council. The public and staff may not participate in the discussions at a workshop meeting unless invited to do so. No formal Council action shall be taken at a workshop meeting.

2.3 SPECIAL MEETINGS AND EMERGENCY MEETINGS

SPECIAL MEETINGS. TLGC 22.038. Special meetings may be called by the Mayor or on application of three members of the City Council upon independent written notice to the Mayor, City Secretary or City Manager. Notice of special meetings shall be given by the City Secretary or designee to each member of the Council including the Mayor, City Attorney and the City Manager, providing notice by way of email, voice mail message, or notice left at residence. The time, place, and purpose of such meetings shall be stated in each instance in accordance with law. A special meeting, by definition, is not a regularly scheduled meeting, or a meeting to make-up for a regularly called meeting that was re-scheduled due to one of the conditions enumerated in Section 2.1(c) above. City staff shall not contact or solicit one or more of the members of City Council to establish the application to call a Special Meeting.

2.4 ADJOURNED MEETINGS

The City Council may adjourn any regular or special meeting to a time and place specified in the order of adjournment pursuant to the provisions of the Texas Open Meetings Act. (Texas Government Code, Section 551)

2.5 EXECUTIVE SESSIONS

The City Council may meet in Executive Session during any regular or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The City Council may exclude from any such Executive Session any person or persons which it is authorized by State law to exclude from such sessions. A council member may be excluded if it is established by a majority of Council that the member's interest is adverse to that of the City on the matter to be discussed in Executive Session, only for that item.

- b. The general subject matter for consideration shall be expressed in an open meeting before such session is held.
- c. Council members shall not reveal the nature of discussion from a closed session unless required by State law. Council members, or any person in attendance in closed session as authorized by law, shall not independently record and/or distribute to any third person information disseminated during the closed session.
- d. Executive sessions shall be noticed and held in accordance with state law, as it may be amended.

2.6 NOTICE OF MEETINGS

Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary or designee on the City's official bulletin board pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551), as well as on the City's website.

2.7 QUORUM

Three members of the five member City Council shall constitute a quorum to do business and the affirmative vote of a majority of those present shall be necessary to adopt any ordinance or resolution, except as required by State law. At a called meeting, or at a meeting to consider the imposition of taxes, two-thirds (4 of 5) of the number of council constitutes a quorum unless provided otherwise. TLGC 22.039.

2.8 CHAIR

The Chair Mayor shall preside at all meetings of the Council. The Chair Mayor may participate in the discussion of all matters coming before the City Council.

The Chair Mayor shall have the authority to preserve order at all City Council meetings, to enforce the rules of the City Council and to determine the order of business under the rules of the Council. The Chair Mayor shall also have the power to administer oaths.

a. **Absence of Chair Mayor**

The Mayor Pro Tempore shall act in the absence or illness of the Chair Mayor or failure or refusal of the Chair Mayor to act, consistent with state law. The Mayor Pro Tem shall have the powers of the Chair Mayor for the duration of the meeting, or until such time as the Chair Mayor appears at the meeting.

b. **Absence of Chair Mayor and Mayor Pro Tem**

When the Chair Mayor and the Mayor Pro Tem are absent from any meeting of the Council, the members present shall choose another member to act as Mayor Pro Tem, and that person shall, for the duration of the meeting, or until such time as the

Chair Mayor or the Mayor Pro Tem appear at the meeting, have the powers of the Chair Mayor.

2.9 ATTENDANCE BY THE PUBLIC

All meetings of the City Council shall be open and public in accordance with the provisions of the Texas Open Meetings Act except the Executive Session or closed meetings allowed by State law.

Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council.

2.10 MINUTES

Action minutes of City Council meetings will be kept. Action minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

a. City Council Approval of Minutes

Minutes of meetings are generally submitted to the City Council at the next regular meeting for approval.

b. Recording of Meetings

Recordings of proceedings are maintained by the City Secretary's office for ninety (90) days after approval by the City Council. Recordings of workshop sessions are retained permanently by the City Secretary's office.

3. AGENDAS AND ORDER OF BUSINESS

3.0 AGENDAS

- a. The Mayor shall preside at all meetings and determine the Agenda.
- b. The Agenda shall be set by the Mayor with the assistance of the City Manager. Items placed on the Agenda that require Council action, such as contracts, budget expenditures, applications for annexation, zoning and subdivisions, shall be placed on Agendas in accordance with state statutes and local ordinances.
- c. Additional items may be placed on the Agenda by the Mayor or on application of a council member, whether prior to a meeting, consistent with the Texas Open Meetings statute, or during Future Agenda items.

3.1 GENERAL ORDER

City Council meetings will be generally conducted in the following order, unless otherwise specified. An Executive Session may be held at any time during a meeting consistent with applicable State law. The Council, by simple majority vote, at the beginning of a meeting or at any time during a meeting, may overrule the Mayor's decision on a

procedural matter; require a separate action to take up an Agenda item for consideration, to take a matter out of order, or to change the order of the Agenda items.

WORKSHOP AGENDA (if Scheduled)

CALL TO ORDER, ROLL CALL AND ANNOUNCE A QUORUM IS PRESENT
 QUESTIONS ON CURRENT AGENDA
 ITEMS OF INTEREST
 ADJOURN TO REGULAR MEETING

REGULAR MEETING AGENDA

CALL TO ORDER, ROLL CALL, AND ANNOUNCE A QUORUM IS PRESENT
 INVOCATION
 PLEDGE OF ALLEGIANCE
 CITIZEN APPEARANCE
 CONSENT AGENDA/APPROVAL OF MINUTES
 REGULAR AGENDA
 FUTURE AGENDA
 REPORT AGENDA
 ITEMS OF COMMUNITY INTEREST
 EXECUTIVE SESSION (AS NEEDED)
 ADJOURNMENT

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the City Secretary shall separately index all ordinances and resolutions.

3.3 PUBLIC RECOGNITION

All special presentations and announcements will be calendared and coordinated through the City Secretary. A period of time, not to exceed fifteen minutes, will be set aside for public recognition at each City Council meeting.

3.4 CONSENT AGENDA

The Consent Agenda shall contain routine, non-controversial items that require City Council action but need little or no City Council deliberation. Approval shall be by motion, second and a single vote.

If a council member objects to a consent item, or staff requests removal, it is removed from the list. Agenda items removed from the Consent Agenda by the request of Council members or staff will be considered after approval of the entire Consent Agenda.

3.5 FUTURE AGENDA ITEMS

- a. Additional items may be placed on future Agenda's by the Mayor or on application of a council member during Future Agenda items.

3.6 REPORT AGENDA

- a. The City Manager shall provide reports on projects, city departments and other matters that do not necessarily require council deliberation or action and shall be posted consistent with the Open Meetings Act.

3.7 ITEMS OF COMMUNITY INTEREST

The Mayor and City Council have the opportunity to inform those in attendance of community events, functions and other activities during the community interest portion of the agenda, consistent with the Texas Open Meetings Act. There shall be no discussion of items raised consistent with state law.

3.8 STANDARD ADJOURNMENT

The City Council establishes 11:30 p.m. as the hour of adjournment and will not continue beyond that time without a majority vote of the City Council. To assist in making the determination to continue an item under consideration, the City Council should find that discussion, deliberation and action, on the item could be concluded by 12:00 midnight. If agenda items remain after the 11:30 p.m. standard adjournment time, the meeting may continue to the next day, a special meeting may be scheduled or the items deferred until the next regular meeting, consistent with the Texas Open Meetings Act. Deferred items will appear first on the regular agenda of the next regular or called meeting. Adjournment of a meeting requires a motion to be made and a second to the motion and then a majority vote.

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

These rules, consistent with the Texas Municipal League recommendations, any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Princeton.

Elected and Appointed Officials' Conduct with Each Other

Elected and appointed officials are individuals with a wide variety of backgrounds,

personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) Honor the role of the chair in maintaining order
It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- (b) Practice civility and decorum in discussions and debate
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.
- (c) Avoid personal comments that could offend other members
If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- (d) Demonstrate effective problem-solving approaches
Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

4.2 AUTHORITY OF THE CHAIR

Subject to appeal to the full City Council, the Chair Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Chair Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act. The Chair Mayor with the concurrence of City Council, and/or consistent with state law, may remove a person from the meeting for legal cause or disruption, as defined by state law.

4.3 MAYOR TO FACILITATE COUNCIL MEETINGS

In the role of facilitator, the Mayor will assist the City Council in focusing agenda discussions and deliberations. The Mayor will read aloud the caption of each agenda item, which will allow for Council discussion.

4.4 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Mayor, a Councilmember holding the floor may address a question to another Councilmember and that Councilmember may respond while the floor is still held by the Councilmember asking the question. A Councilmember may opt not to answer a question while another Councilmember has the floor.

4.5 LIMIT DELIBERATIONS TO ITEM AT HAND

Councilmembers will limit their comments to the subject matter, time or motion being currently considered by the City Council.

4.6 LENGTH OF COUNCIL COMMENTS

Councilmembers will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will signal by hand to a Councilmember who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Councilmembers in their efforts to communicate concisely.

4.7 OBTAINING THE FLOOR

Any member of the City Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.

4.8 MOTIONS

Motions may be made by any member of the City Council. The opportunity for making a motion should be offered to other members of the City Council. Any member of the City Council, other than the person offering the motion, may second a motion.

4.9 PROCEDURES FOR MOTIONS

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated it must be seconded.
- b. A Councilmember who wishes to make a motion should do so through a verbal request to the Mayor.

- c. A Councilmember who wishes to second a motion should do so through a verbal request to the Mayor.
- d. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Mayor.
- e. Once the motion has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed. Council members may be allowed to explain their vote, after roll call, for no longer than one minute per council member.

MOTION AMENDMENTS

When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION TO CONTINUE

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

MOTION TO REMOVE

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

MOTION TO TABLE

A motion to table will delay consideration of the item being discussed by the City Council.

MOTION TO POSTPONE INDEFINITELY

A motion to postpone indefinitely will kill or reject the item under consideration.

MOTION TO REFER

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

MOTION TO LAY ON THE TABLE

A motion to lay on the table allows the item to be temporarily set aside under discussion.

MOTION TO TAKE FROM THE TABLE

A motion to take from the table allows the matter to be discussed again and would only be used in conjunction with a motion to lay on the table at the same meeting.

WITHDRAWAL OF MOTION

A withdrawal of motion indicates a motion may be withdrawn by the Council member who originally made the motion at any time prior to its passage. If the motion is withdrawn, the Council member who seconded the motion may withdraw his/her second.

MOTION FOR RECONSIDERATION

A motion for reconsideration may be made at the same meeting or at the next succeeding meeting following a City Council action, as long as the reconsideration request complies with the requirements of the Texas Open Meetings Act.

A motion for reconsideration may only be made by a Councilmember who voted with the majority of the City Council on the action proposed to be reconsidered by the City Council. Any member of the City Council may second a motion for reconsideration.

4.10 VOTING

Abstention

- a. If a Councilmember abstains because of a legal conflict, he/she is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those voting and present."
- b. When a Councilmember abstains or excuses himself/herself from a portion of a Council meeting because of a legal conflict of interest, the Councilmember must briefly state, on the record, the nature of the conflict and fill out the prescribed form with the City Secretary prior to the meeting. State law requires the inclusion of this information in the public record.
- c. A council member who abstains from the vote shall be allowed to remain seated but must refrain from all discussion. It is recommended that the member vacate the seat during such deliberation to avoid any appearance of participation as prohibited by state law.

Tie Votes

In the event of a tie vote between the voting council members, the Mayor will be allowed to cast his/her vote in order to break the tie. The vote by the Mayor will be counted as valid except where a three-fourths vote is required to pass the item under consideration.

Voting

At the end of discussion, the Mayor will call for a vote, and every member shall vote, unless noted for the record as an abstention.

4.11 NON-OBSERVANCE OF RULES

Rules adopted to expedite and facilitate the transaction of the business of the City Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by the City Council.

4.12 USE OF ELECTRONIC DEVICES

- a. City Council members are strongly encouraged not to text or use social media during the course of a meeting. Any communications between Councilmembers during a council meeting must occur verbally and in view of the public.
- b. City Council members shall not communicate or participate in a discussion with a quorum of the city council relative to city business via email, text or other social media. The prohibitions of the Open Meetings Act apply, regardless of the medium of the communication.
- c. City council members are strongly encouraged to only use city issued email addresses for any official business. Use of personal emails, cell phones or computers to conduct City business subjects the personal device to the Public Information Act disclosure requirements.

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

The City Council procedure for the conduct of Public Hearings is generally as follows:

- a. Staff presents its report.
- b. Councilmembers may ask questions of staff.
- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the Mayor or presiding officer.

The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.

- d. Councilmembers may ask questions of the applicant and/or appellant.
- e. The Mayor opens the Public Hearing.
- f. Members of the public are provided the opportunity to ask questions of an informational nature, and speak in favor or in opposition of the agenda item, at the direction of the Mayor.
- g. In the case of an appeal when the appellant is different from the applicant, both are given the opportunity for rebuttal or closing comments.
- h. The Public Hearing is closed.
- i. The City Council deliberates on the issue.
- j. If the City Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
- k. The City Council deliberates and takes action.
- l. The Mayor announces the final decision of the City Council.

5.2 CONTINUANCE OF HEARINGS

Any Public Hearing being held, noticed or ordered to be held by the City Council may, by order, notice or motion, be continued to any subsequent meeting.

5.3 PUBLIC DISCUSSION AT HEARINGS

When a matter for Public Hearing comes before the City Council, the Mayor will open the Public Hearing. Upon opening the Public Hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.

a. Public Member Request to Speak

Any person wishing to speak at a Public Hearing scheduled on the agenda shall complete a Public Meeting Appearance Card prior to the beginning of the City Council Meeting, and present it to the City Secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter shall be limited to three minutes each and

there shall be a cumulative limit of sixty minutes for all those speaking in favor of an item or in opposition. The time limit may be extended by a majority vote of the City Council.

b. Time Limits

The Mayor, with the concurrence of the City Council, may alter any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

c. Questions of Speakers

Members of the City Council who wish to ask questions of the speakers or each other during the Public Hearing portion may do so, but only after first being recognized by the Mayor. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue.

d. Materials for Public Record

All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented will be retained by the City Secretary's Office as part of the record of the hearing, in accordance with the requirements of State law.

e. Germane Comments

During the Public Hearing, no person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor, but may be appealed to the full City Council.

5.4 COMMUNICATIONS AND PETITIONS

Written communications and petitions concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Mayor. A reading in full shall take place if requested by any member of the City Council.

6. ADDRESSING THE CITY COUNCIL

6.1 STAFF PRESENTATIONS

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council.

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

The following procedures will guide oral presentations by members of the public at City Council meetings:

- a. Prior to the meeting, persons wishing to address the City Council should complete a Public Meeting Appearance Card and present it to the City Secretary.
- b. When called upon, the person should come to the podium state his/ her name and address for the record, and, if speaking for an organization or other group, identify the group represented.
- c. All remarks should be addressed to the City Council as a whole, not to individual members.
- d. Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.

6.3 CITIZENS' COMMENTS

This portion of the City Council meeting is set aside for members of the public to address the City Council on any item of business that is not formally scheduled on the agenda as a Public Hearing item. Members of the public should complete a Public Meeting Appearance Card prior to the meeting and present it to the City Secretary.

a. **Citizen Input**

At this time, any person may address the (body) regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Council regarding an item that is not on this meeting agenda. Each person will be allowed up to 3 minutes to speak, but may be extended for an additional 2 minutes with approval of a majority of the City Council. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

b. **City Business**

Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the City.

c. **No Council Deliberations**

In compliance with the Texas Open Meetings Act, the City Council may not deliberate or vote on any matter raised in Citizens' Comments, except to request that such matter should be placed on a future City Council agenda. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment. Brief factual responses may be made consistent with the limitations imposed by state law.

6.4 PUBLIC DECORUM AND DISORDERLY CONDUCT

The Mayor shall ensure that all comments addressed to the body be factual in nature, relative to City business. The Mayor shall require that all persons speaking address the body with respect, decorum and prevent personal and disparaging comments. City Council may not respond to citizen comments except as provided and the Mayor shall ensure that members of the governing body address the public with respect, decorum and prevent personal and disparaging comments. The making of disparaging remarks may rise to the level of disorderly conduct and the person may be removed as allowed by law.

6.5 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the City Council during a Public Hearing. A person may indicate his/her comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the public testimony regarding the item, the Mayor will indicate that the City Council has received written comments from (name of persons) in support of the project or issue and from (name of persons) in opposition. The minutes will reflect the City Council's receipt of written comments in support or opposition of the project or issue.

6.6 REPETITIOUS COMMENTS PROHIBITED

- a. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments. Nothing in the foregoing precludes submission of comments to the City Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the City Council. With the consent of the City Council, the Mayor may extend the time allocation for a designated spokesperson not to exceed 15 minutes.

6.7 WAIVER OF RULES

Any of the foregoing rules may be waived or suspended by a majority vote of the Councilmembers present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

6.8 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

7. COUNCILMEMBER ADMINISTRATIVE SUPPORT

7.1 MAIL

All general mail will be opened and date stamped and distributed to individual Councilmembers.

a. Letters Addressed to the Mayor and City Council

All letters addressed to the Mayor and City Council requiring a response from staff are copied to all Councilmembers with a note as to which staff person will be preparing a response for the Mayor's signature. A copy of the response, along with the original letter, will be provided to each Councilmember.

Letters addressed to the Mayor and City Council that do not require a response but provide information on City Council agenda items or like matters are copied to the full City Council.

b. Letters Addressed to Individual Councilmembers

All letters addressed to individual Councilmembers requiring a response from staff are copied to all Councilmembers with a note as to which staff person will be preparing a response for the addressee's signature. Copies of the responses, along with the original letters, are provided to the full City Council.

Letters addressed to individual Councilmembers that do not require a response from staff but provide information on City Council matters are copied to the full City Council.

Cards and other Councilmember mail marked "personal" will not be opened and will not be copied to the full City Council.

7.2 CITY COUNCIL CORRESPONDENCE

All Councilmember correspondence prepared with City resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full City Council, not individual Council member's positions.

7.3 CLERICAL SUPPORT

The City Manager's Office will coordinate the typing of correspondence requested by individual Councilmembers. All correspondence typed for Councilmembers will be on City letterhead and will reflect the position of the full City Council as has been stated in a public meeting. It will also be copied to the full City Council.

7.4 MASTER CALENDAR

A master calendar of City Council events, functions or meetings will be maintained by the City Secretary's Office and provided to the full City Council.

Functions, events or meetings to be attended by individual Councilmembers will only be included on the master calendar at the request of individual Councilmembers.

7.5 REQUESTS FOR RESEARCH OR INFORMATION

Councilmembers may request information or research from staff, City Attorney, Consulting Engineer and Municipal Court Judge on a given topic through the City Manager. Requests for policy direction will be brought to the full City Council at a regular meeting for consideration. All written products will be copied to the full City Council. The City Manager will determine if extensive staff time and resources are required to accomplish the request. If so, at his/her discretion, the City Manager may present that request to the full City Council prior to proceeding.

7.6 CITY COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

In conjunction with the City's public safety departments, the City Manager's Office will coordinate the notification to the City Council of major crime, fire or other disasters or incidents, through press releases or public information notifications. The City Manager may provide updates to the Council on the status of projects provided the same is in a form and made available to the public. Press releases may be issued that provide necessary notifications to the Council and public consistent with City policies and the Texas Open Meetings Act.

7.7 CITY COUNCIL MEMBER REQUESTS FOR INFORMATION

- A. A Council member's request under this provision is not governed by the Public Information Act and as such is only enforceable by the members of the City Council.
- B. Requests shall be for inspection only.
- C. Information produced to a Councilmember under this provision is not deemed a public release; rather, it is being produced to the Councilmember in their official capacities. Any disclosure of information by a Councilmember which had been provided to a Councilmember under this section may be deemed misuse of official information (Texas Penal Code §39.01) and/or malfeasance of office and subject the Councilmember to appropriate action under the Ethics provisions and/or other applicable criminal, civil and injunctive proceedings.

- D. The City Council has approved and adopted a form for use by Councilmembers for requests under this provision, which form is attached hereto as Appendix A.
- E. Nothing herein shall prevent a member of City Council from requesting information consistent with, in accordance with and subject to the parameters, exceptions and limitations of the Public Information Act.

7.8 CITY COUNCIL MEMBERS INTERACTION WITH STAFF¹

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) *Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) *Do not disrupt City staff from their jobs*

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) *Never publicly criticize an individual employee*

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, to a subordinate of the employee or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.

(d) *Do not get involved in administrative functions*

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

(e) *Do not solicit political support from staff*

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

¹ This also applies to Board members appointed by the Mayor.

(f) No Attorney-Client Relationship

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

8. ADMINISTRATIVE PROCEDURES

8.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES

The City Council will review and revise the City Council Rules of Order and Procedure as needed, and at a minimum, every two years.

8.2 ADHERENCE TO PROCEDURES

During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted procedures. However, each Councilmember is responsible to ensure these procedures are followed.

8.3 CITY ATTORNEY AS PROCEDURE ADVISOR

The City Attorney assists the Mayor and City Council as a resource and as an advisor for interpreting the City Council's adopted rules and procedures.

8.4 APPLICABILITY OF PROCEDURES

The City Council Rules of Order and Procedures shall also apply to the City Council when sitting as other entities and agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with Chair and Vice Chair, or President and Vice President when sitting as another entity.

9. RULES OF ETHICS

9.1 The Council is the judge and qualifications of its members. TLGC 22.033.

The City Council must bear the responsibility for the integrity of governance. This policy is designed to ensure efficient and effective governance.

The Princeton City Council and the Mayor comprise the governing body for the citizens of Princeton: therefore, they must bear the initial responsibility for the integrity of governance. The Governing Body is responsible for its own development (both as a body and as individuals), its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy will address Mayor and Council relations, Council and Staff relations, and Council and Media relations. By adopting these guidelines for elected officials, we acknowledge our responsibility to each other, to our professional staff and to the public as a whole.

The City Council will govern the City in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The Governing Body has high priorities, the continual improvement of the Councilmember's professional ability and the promotion of an atmosphere conducive to the fair exchange of ideas and policies among Councilmembers.

The Governing Body will endeavor to keep the community informed on municipal affairs; encourage communication between the citizens and the Governing Body; strive for strong, working relationships with neighboring political subdivisions and communities.

In its governance role, the Governing Body will continue to be dedicated to friendly and courteous relationships with Staff, other Councilmembers, and the public, and seek to improve the quality and image of public service.

The Governing Body will also strive to recognize its responsibility to future generations by addressing the interrelatedness of the social, cultural, and physical characteristics of the community when making policies.

The Mayor and each Councilmember will make a commitment to improve the quality of life for the individual and the community, and to be dedicated to the faithful stewardship of the public trust.

9.2 Policy Purpose

The Princeton City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Princeton's City government.

9.3 Governing Body Code of Ethics

The citizens and businesses of Princeton are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;

- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Secretary and all employees shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Princeton and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of Texas and the City of Princeton in the performance of their public duties.
3. **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Board's, city Employee's, staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.
7. **Communication.** For adjudicative matters pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body, which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government

decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Texas Ethics Commission (TEC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members, which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. **Use of Public Resources.** Members shall not use public resources, which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, or proceeding of the City, nor shall members of Boards appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
13. **Advocacy.** Members shall represent the official policies or positions of the City Council or Board to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Princeton, nor will they allow the inference that they do. Councilmembers and Board members have the right to endorse candidates for all

Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, Board meetings, or other official City meetings.

14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Princeton City government as outlined in the Princeton City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of Boards.** Because of the value of the independent advice of Boards to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Boards proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

9.4 Sanctions

(a) *Acknowledgement of Code of Ethics and Conduct*

Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) *Ethics Training for Local Officials*

Councilmembers, City Secretary, Board Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees and may be subject to sanctions.

(c) *Behavior and Conduct*

The Princeton Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Princeton City Council, Boards. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee

assignments (both within the City of Princeton and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics of Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor (or Mayor Pro-Tem) to initiate an investigation and/or action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Mayor Pro-Tem), then the alleged violation(s) can be brought up with a quorum of the City Council at a properly noticed meeting.

Board Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, the City Secretary, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 1.12 of the Texas Disciplinary Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

9.5 Implementation

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Secretary, applicants to Board and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards and updated it as necessary.

DRAFT

Appendix A

INFORMATION AND DOCUMENT REQUEST

Internal Use only

PERSON REQUESTING INFORMATION

NAME:

DATE

I AM REQUESTING THIS INFORMATION IN MY OFFICIAL CAPACITY AS, TITLE:

DESCRIPTION OF PROJECT:

DESCRIPTION OF DOCUMENTS OR INFORMATION REQUESTED:

I understand that the documents I am requesting may contain confidential information that may not be released to the public. This information is not being released under the Public Information Act, and is being released for internal viewing only. An appointment will be made through the custodian of the records for a time the documents will be available for viewing. This information is for viewing by the applicant alone and no copies or photographs may be made without the approval from the custodian of the records. If documents are copied or photographed they are determined to be public, they will be treated as public records and will follow the requirements set forth in the Public Information Act. I further understand that certain information that I have requested may be confidential by law and as such may not be released to the public or showed to any other person, and its release may subject me to criminal charges and prosecution.

Signature:

Date

Documents Prepared By

Date

Time required preparing documents:

Date requestor was notified

INDIVIDUAL PROJECT ORDER (IPO) #115

Prepared August 5, 2020

**South Beauchamp Boulevard – Current End Point at the North Line of the Bois D
Arc Professional Park to Myrick Lane**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the City of Princeton (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated August 19, 2014, which is incorporated herein by reference.

Identification of Project:

This project includes the design of approximately 1,800 linear feet of South Beauchamp Boulevard from its current end point at the north line of the Bois D Arc Professional Park to Myrick Lane. See below.



Water and sanitary sewer were installed when the infrastructure for the Professional Park was installed in 2016.

The drainage calculations included with the original design will not be duplicated in this plan set. We will reference the original design and design the drainage improvements necessary for the two new lanes.

The project will include survey, roadway, storm drainage, minor utility modifications, franchise utility coordination and limited bidding phase services.

The City of Princeton will coordinate bidding and construction phase services.

No geotechnical, signalization, structural, environmental or archaeological services are proposed. The City's typical section will be used.

No Right-Of-Way (R-O-W) acquisition is required for this project.

Scope of Services:

1. Survey (LUMP SUM – TASK 1)

- 1.1. Data Collection and Property Research – Complete
- 1.2. Design Survey
 - 1.2.1 The limits of the survey will be along the dedicated South Beauchamp Boulevard right-of-way. The survey will include the west curb of the future northbound lanes to a point 50' west of the west right-of-way line as well as the Canyon Falls, Corporate Drive and Myrick Lane intersections.
 - 1.2.2 Establish horizontal and vertical control points.
 - 1.2.3 Set two control points (based on NAD-83).
 - 1.2.4 Field survey to identify and locate existing visible topographic elements within the roadway corridor including:
 - Property corner monumentation
 - Existing pavement type and limits, curbs, sidewalks, barrier free ramps, etc.
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Traffic signal poles, cabinets and signal equipment
 - Trees, including species and caliper (for 6" caliper and up)
 - Buildings and permanent structures
 - Retaining walls
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes, material type and invert elevations)
 - Storm drain outfalls, bridges, guardrails, and erosion control
 - Fence limits and material types
 - 1.2.5 Prepare a final topographic drawing in digital format (DWG and PDF) showing the features located in the field as well as right-of-way strip map information.
 - 1.2.6 Field visit to verify completeness of design survey.

2. Preliminary Design (LUMP SUM – Task 2)

- 2.1. Project Management and Administration
- 2.2. Roadway
 - 2.2.1 Document design criteria
- 2.3. Drainage
 - 2.3.1 Include the original drainage design.

- 2.4. Utility Design
 - 2.4.1 Determine the location of existing public utilities based upon information provided by the City and field survey information.
- 2.5. Franchise Utility Coordination
 - 2.5.1 Send one (1) exhibit to each franchise utility for their review. Request each franchise utility to mark up the exhibit to show the size, type, and location of their utilities.
 - 2.5.2 Notify the City if relocations are required.
- 2.6. Streetscape
 - 2.6.1 Hardscape
 - Pedestrian: Locate sidewalks
 - 2.6.2 Softscape
 - Landscape: Sod will be specified for disturbed areas
- 2.7. Preliminary Opinion of Probable Construction Cost (OPCC)
 - 2.7.1 Prepare a preliminary OPCC
- 3. Final Design (LUMP SUM – Task 3)**
 - 3.1. Project Management and Administration
 - 3.2. Roadway
 - 3.2.1 Prepare plan / profile sheets.
 - 3.2.2 Prepare roadway details to clarify intent of design.
 - 3.2.3 Compile applicable City standard details. Modify standard details as required.
 - 3.2.4 Prepare regulatory signage and striping plan.
 - 3.3. Drainage
 - 3.3.1 Perform final storm sewer design. Drainage calculations from the original design plans will be inserted into the plan set.
 - 3.3.2 Prepare profiles for the proposed storm drain laterals
 - 3.3.3 Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as required.
 - 3.3.4 Create details for connections to existing system (where applicable)
 - 3.3.5 Prepare erosion control plan incorporating Best Management Practices (BMPs)
 - 3.4. Utilities
 - 3.4.1 Minor adjustments to existing water valve boxes, manholes, etc. will be specified in the plans.
 - 3.5. Franchise Utility Coordination:
 - Submit one set of final design plans and the project schedule to each affected franchise utility for their review and comment
 - 3.6. Streetscape
 - 3.6.1 Hardscape
 - Pedestrian Facilities: Include sidewalks along roadway
 - Illumination
 - Sleeving (Illumination and Irrigation)
 - 3.6.2 Softscape
 - Landscape: 100% coverage with sod will be specified

- 3.7. General Notes
 - 3.7.1 Prepare general notes and specification data
- 3.8. Final Opinion of Probable Construction Cost (OPCC)
 - 3.8.1 Prepare the final OPCC
- 3.9. TDLR Review
 - 3.9.1 Submit plans to a Registered Accessibility Specialist (RAS) for review and inspection. The review will be performed in accordance with the rules of the Texas Department of Licensing and Regulation.
- 4. Limited Bidding Phase Services (*LUMP SUM – Task 4*)
 - 4.1. Prepare the Contract and Specification manual.
- 5. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- 5.1. Construction staking
- 5.2. Title Research
- 5.3. Subsurface Utility Engineering
- 5.4. Design of offsite drainage improvements beyond the improvements identified in the scope
- 5.5. Design of retaining walls, specialized inlets, or gabion mattress erosion control systems
- 5.6. Landscaping and irrigation design beyond the improvements identified in the scope
- 5.7. Use of TxDOT standard details (headwalls, retaining walls, etc.) does not include structural analysis or structural design pursuant to findings in the geotechnical report.
- 5.8. Traffic Control Plan
- 5.9. Preparation for and attendance at additional public meetings, stakeholder information meetings, newsletters, project webpage
- 5.10. Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- 5.11. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
- 5.12. Environmental Surveys or Permitting beyond what is identified in the scope.
- 5.13. Geotechnical Investigation
- 5.14. Archeological Survey
- 5.15. Structural Design
- 5.16. Signalization
- 5.17. Full Bidding Phase Services (Bidding Phase Services is limited to preparation of contracts and specifications)
- 5.18. Construction Contract Administration
- 5.19. Enhanced Landscaping
- 5.20. Wayfinding or Monument Signage
- 5.21. RAS and TDLR submittal fees
- 5.22. Easement Document Preparation

Additional Services if required: As requested and agreed to in future IPOs.

Schedule: Project to begin upon receipt of signed IPO #115. We will provide our services as expeditiously as practicable.

Terms of compensation:

Kimley-Horn will perform the tasks identified in the Scope of Services for the fee type shown as follows:

Task 1 – Survey	\$ 10,000 LS
Task 2 – Preliminary Design	\$ 22,000 LS
Task 3 – Final Design	\$ 28,000 LS
Task 4 – Limited Bidding Phase Services	\$ 8,000 LS
Total Lump Sum	\$ 68,000 LS

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Invoices will be submitted with Lump Sum Tasks shown as a percentage of work completed.

Deliverables: Kimley-Horn will deliver the results of services authorized as a part of this IPO in the agreed upon timeframe. Deliverables will be as agreed to by both parties.

Other special terms of Individual Project Order: None.

ACCEPTED:

CITY OF PRINCETON

KIMLEY-HORN AND ASSOCIATES, INC.

BY: Sherry Campbell



BY: Kevin Gaskey, P.E.

TITLE: EDC President

TITLE: Senior Vice President

DATE: 8/5/2020

DATE: August 5, 2020

LAKE MEADOW DEVELOPMENT AGREEMENT

This Lake Meadow Development Agreement (this "Agreement"), is entered into by and between the City of Princeton, Texas, a general law municipality (the "City") and AJFund LLC, a Texas limited liability company ("Developer"), (with the City and Developer sometimes referenced collectively as "Parties" or individually as "Party") to be effective on the _____ day of _____, 2020.

The Parties agree to the terms and conditions of this Agreement as set forth below.

1) COUNTY ROAD 452 ESCROW

- a. The Developer agrees to escrow funds described hereinbelow to enable the City to design and construct a certain perimeter street segment (the "CR 452 Segment") running along a portion of the southeastern border of certain real property shown in the preliminary plat attached as **Exhibit A** known as "Lake Meadow" (the "Development"). Developer represents and warrants that it is the sole owner the Development. The Parties acknowledge and agree that the City is entering into this Agreement in reliance on the representation and warranty made by Developer in this paragraph and would not have entered into this Agreement in the absence of same.
- b. The Developer shall pay to the City in cash \$212,445.24 (two hundred twelve thousand four hundred forty-five dollars and twenty-four cents) (the "Escrow Amount") prior to Final Plat Application of the first phase. Until the Escrow Amount is paid to the City in full the City shall be entitled to withhold all utilities needed to serve the Development and shall not issue any building permits or certificates of occupancy for the Development.
- c. The Developer agrees to dedicate the right-of-way, 65' in width, for the CR 452 Segment as part of the final plat of the adjacent phase of Lake Meadow. Developer represents the land value of the CR 452 Segment ("Right-of-Way Acquisition Cost") to be \$24,485.00 (Twenty-four thousand four hundred eighty-five dollars even).
- d. Developer shall be entitled to receive roadway impact fee credits equal to the sum of the Escrow Amount and Right-of-Way Acquisition Cost, \$236,930.24 (Two hundred thirty-six thousand nine hundred thirty dollars and twenty-four cents.)
- e. The Escrow Amount shall be used by the City solely to fund the design and construction of the CR 452 Segment, associated sidewalk and drainage improvements and other items listed in **Exhibit B** (Preliminary Opinion of Probable Construction Cost) and shown to be located within the area labeled "COUNTY ROAD 452 ROADWAY IMPROVEMENTS" in **Exhibit C** all in accordance with the City's applicable design and construction standards and other requirements related to perimeter streets. The City shall place the Escrow Amount into a fund labeled "Street Improvement Fund: Lake Meadow."
- f. If the City fails to construct the CR 452 Segment within 10 years after from the date the Escrow Amount is placed on deposit with the City, said money including any earned

interest thereon shall be returned to Developer upon Developer's written request for same (for the purposes of this paragraph "earned interest" shall be calculated as refunded with interest accrued, calculated at one percent less than the percentage rate of actual interest earnings). Should the City construct the CR 452 Segment within said 10-year period, then the City is entitled to use the total of the Escrow Amount including earned interest in order to accomplish said design and construction. Said earned interest shall be considered to offset the cost of inflation to a project.

- g. Developer shall not be responsible for or have any obligations with respect to the design or construction of the CR 452 Segment.

2) CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS

- a. Developer shall construct, at its sole cost and expense, approximately 975 linear feet of 15" and 10" gravity sanitary sewer line that is necessary to serve the Development, and all necessary appurtenances thereto, as more particularly depicted in **Exhibit C** ("15/10 Gravity Line Improvements"). The 15/10 Gravity Line Improvements must be completed and receive City's Final Acceptance prior to and as a condition of City's final acceptance of the first development phase of the Development and release of the final plat for such development phase to be recorded in the County property records. Developer represents the estimated costs are \$115,716 (One hundred fifteen thousand seven hundred sixteen dollars), as more particularly described in **Exhibit D** (Opinion of Probable Cost – Lake Meadow - 15" & 10" Sewer Extension). The line shall be designed and constructed in accordance with the City's applicable design and construction standards and other requirements related to sanitary sewer lines and related appurtenances. At no time shall the City have any control over or charge of Developer's design, construction or installation of the 15/10 Gravity Line Improvements, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.
 - b. Upon final acceptance of the first development phase of the Development, the Developer shall be entitled to receive wastewater impact fee credits at the time impact fees are due equal to the actual construction costs of the 15/10 Gravity Line Improvements; provided, however, that there shall be no entitlement to such wastewater impact fee credits until Developer submits evidence of said actual construction costs reasonably satisfactory to the City.
- 3) PARKLAND DEDICATION FEE. The parkland dedication fee shall be reduced to 89 living unit equivalents (LUEs) to be paid as cash-in-lieu as shown on Sheet E1 of **Exhibit A** for a total estimated fee of \$137,027 (One hundred thirty-seven thousand and twenty-seven dollars).
- 4) A summary of Impact Fee Credits is shown in **Exhibit E** "Lakewood Meadow Impact Fee Credit Calculation". Notwithstanding any other provision of this Agreement, the only source of funding for which the City is obligated to use to reimburse Developer(s) for Developer's obligations under this Agreement are roadway and wastewater impact fees to the extent expressly set forth in this Agreement. All other funding for Developer's obligations under this Agreement shall be the sole responsibility of Developer.

- 5) Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

If to Developer:

Attn: Aijun Cheng Tran
AJFUND, LLC
100 N. Central Expwy, Ste 514
Richardson, TX 75080-5376

If to the City:

Attn: City Manager
City of Princeton
123 West Princeton Drive
Princeton, TX 75407

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

- 6) Unless in conflict with the terms and provisions of this Agreement, all actions taken by the Developer relating to this Agreement shall be in compliance with City Regulations. This Agreement shall prevail over conflicting provisions of City regulations to the extent of any conflict with such City Regulations. For the purposes of this Agreement "City Regulations" means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances design and other policies duly adopted by the City; provided, however, that as it relates to public improvements for any given phase of the Development, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat applicable to that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. For purposes of this Agreement "City Code" shall mean the Code of Ordinances of the, City of Princeton, Texas.
- 7) **INDEMNIFICATION and HOLD HARMLESS.** THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENT ACTS OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENT ACTS OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS OR INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE

CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NOR BE REQUIRED DEFEND, HOLD HARMLESS OR INDEMNIFY ANY OF THE RELEASED PARTIES FOR ANY CLAIMS ARISING FROM OR RELATING TO ANY ALLEGED NEGLIGENT OR DEFECTIVE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS AFTER THE DATE OF THE CITY'S FINAL ACCEPTANCE OF SAME. EFFECTIVE UPON THE CITY'S FINAL ACCEPTANCE OF ANY IMPROVEMENT, DEVELOPER SHALL BE DEEMED TO HAVE ASSIGNED TO THE CITY ALL GUARANTIES AND/OR WARRANTIES RELATING TO THE DESIGN AND/OR CONSTRUCTION OF SUCH IMPROVEMENT, WHETHER EXPRESS OR IMPLIED, PROVIDED TO DEVELOPER BY ANY ENGINEER OR CONTRACTOR. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. THE DEVELOPER, INCLUDING ITS SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING TO HAVE HELD AN OWNERSHIP INTEREST IN THE DEVELOPMENT ON THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON THE DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE DEVELOPMENT; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE DEVELOPMENT.

- 8) This Agreement supersedes all prior oral and written agreements between the Parties relating to its subject matter. To the extent that any other agreement between the Parties conflicts with this Agreement then this Agreement shall govern to the extent of the conflict as pertains to the subject matter of this Agreement. This Agreement may only be modified in writing signed by all Parties.
- 9) In the event that any dispute arises regarding this Agreement, the Parties agree that it shall be interpreted and enforced in accordance with Texas law, with exclusive venue in the courts of Collin County, Texas. Any Party who believes the other to be in breach of any term of this Agreement shall provide written notice detailing the nature of the alleged breach and allowing no less than 30 calendar days' opportunity to cure.
- 10) No Party shall receive any preferential interpretation of terms in this Agreement on the basis of relative participation in its drafting or otherwise.
- 11) No third-party beneficiaries are intended to be created by the Parties, and none should be implied from any term contained herein.
- 12) 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, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

- 13) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14) Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.
- 15) This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- 16) This Agreement and all amendments thereto and assignments hereof shall be recorded in the Collin County Real Property Records. This Agreement binds and constitutes a covenant running with the land that constitutes the Development and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Development as applicable. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns upon the Development.
- 17) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties and the successor owner of the Development Tract. The obligations, requirements, or covenants to develop the Development subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lien holder on the Development, without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Development shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer (other than a successor owner of the Development Tract) without the prior written

consent of the City Manager, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing and executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by a Developer shall release that Developer from any liability that resulted from an act or omission by that Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developers shall maintain written records of all assignments made by Developer(s) to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Development.

- 18) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.
- 19) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.
- 20) 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.

[Remainder of page left blank; signature pages to follow]

Developer:

AJFUND LLC. a Texas limited liability company

By: _____
Aijun Cheng, its Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____ 2020, personally appeared Aijun Cheng known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity as Manager of AJFund LLC, a Texas limited liability company, and on behalf of said company.

Notary Public, State of Texas

CITY OF PRINCETON

By: _____
Derek Borg, City Manager

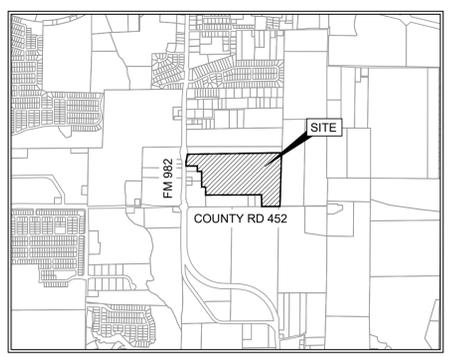
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____ 2020 personally appeared Derek Borg, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as City Manager of the City of Princeton and on behalf of the City of Princeton.

Notary Public, State of Texas



Exhibit "A"



VICINITY MAP
SCALE: 1" = 2,000'

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

LEGEND

	PROPERTY LINE
	PHASE LINE
	EXISTING CONTOUR
	EXISTING SANITARY SEWER
	EXISTING OVERHEAD ELECTRIC
	EXISTING MANHOLE
	UTILITY EASEMENT
	SIDEWALK EASEMENT
	DRAINAGE EASEMENT
	SANITARY SEWER EASEMENT
	HOMEOWNERS ASSOCIATION
	BUILDING LINE
	WALL MAINTENANCE EASEMENT

GENERAL NOTES

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- SEE SHEET C-5 FOR CURVE TABLES.
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- ALL LOTS SHALL MEET THE MINIMUM REQUIREMENTS OF PD-21.
- THE DRY LANE REQUIREMENT IS WAIVED FOR THIS PROJECT.

"NOT APPROVED"

Chairman, Planning & Zoning Commission
City of Princeton, Texas

Date: _____

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission
City of Princeton, Texas

Date: _____

"APPROVED FOR PREPARATION OF FINAL PLAT"

Mayor
City of Princeton, Texas

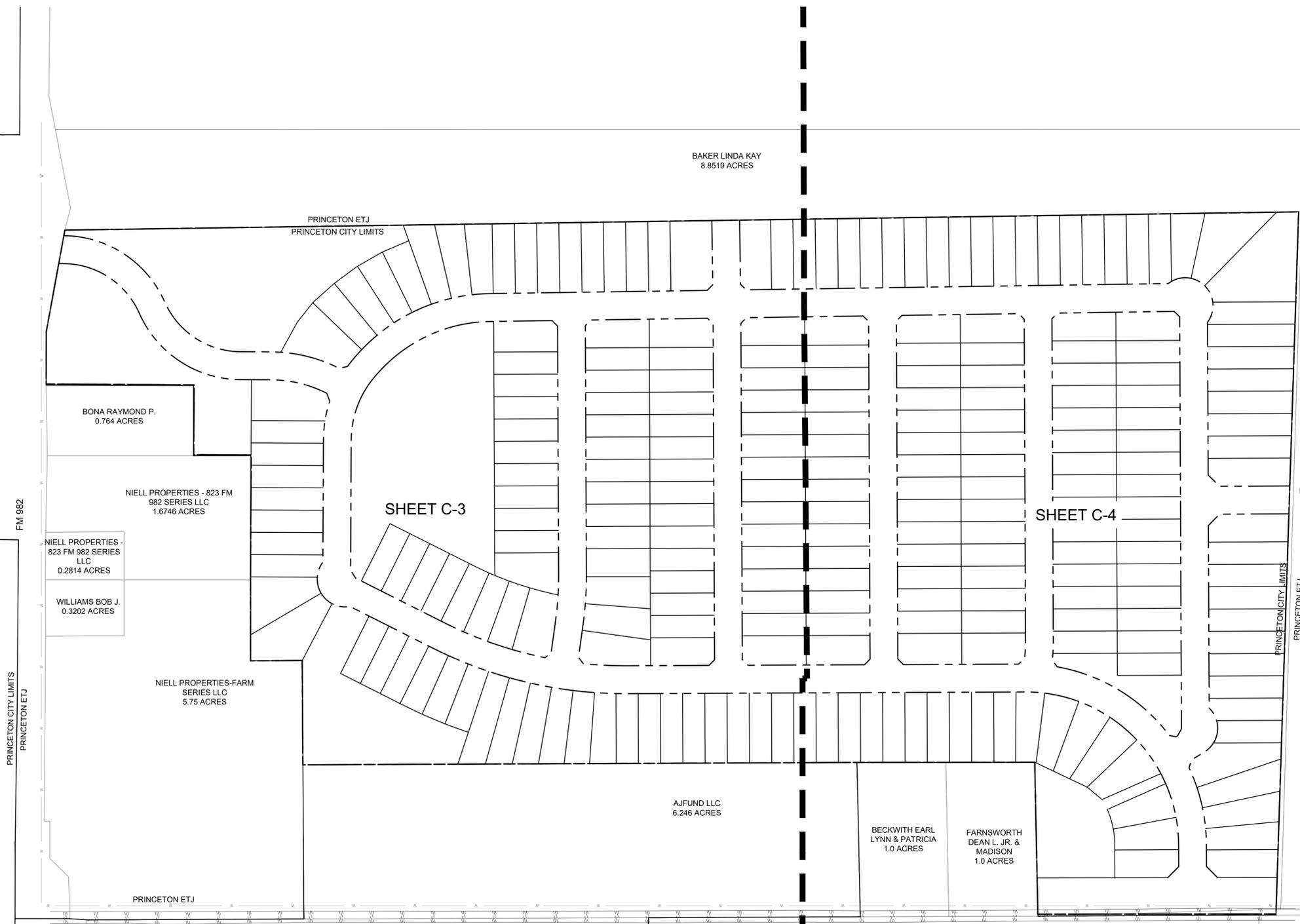
Date: _____

ZONING: PD 21

OVERALL PRELIMINARY PLAT
FOR
LAKE MEADOW
249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS
BEING 46.717 ACRES
OUT OF THE
HARDIN WRIGHT SURVEY, ABSTRACT NO. 957
IN THE
CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patreids	ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUENWALD, P.E.
---	---	--

DESIGNED JCC	DRAWN JCC	CHECKED MRD	SCALE AS SHOWN	DATE January 2020	KH PROJECT NO. 067705305	C-2
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LAND USE SUMMARY	
OPEN SPACE	7.16 AC
RESIDENTIAL LOTS/ROW	39.56 AC
TOTAL	46.72 AC
PARK DEDICATION	
REQUIRED PARK DEDICATION (1 AC/ 30 LUE)	8.30 AC
PROVIDED PARK DEDICATION	6.98 AC
REMAINING TO BE PAID CASH-IN-LIEU	1.32 AC/ 40 LUE
DENSITY SUMMARY (UNITS PER ACRE)	
GROSS	5.33

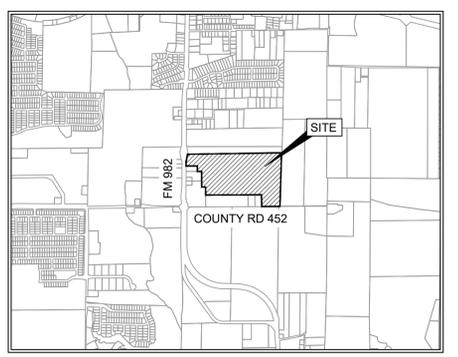
PD - 21	
SF-Z MODIFIED AREA & HEIGHT REGULATIONS	
DISTRICT REGULATION	STANDARD
MINIMUM LOT AREA	4,500 SF
MINIMUM LOT WIDTH	40 FT
MINIMUM LOT DEPTH	90 FT
MINIMUM BUILDING SIZE	1,200 SF
MAXIMUM LOT COVERAGE	55%
MAXIMUM HEIGHT	35 FT
MINIMUM FRONT YARD SETBACK	20 FT
MINIMUM SIDE YARD SETBACK	15 FT - STREET SIDE
MINIMUM SIDE YARD SETBACK	5 FT - INTERIOR
MINIMUM REAR YARD SETBACK	15 FT

FLOODPLAIN NOTE
According to Map No. 48085C0315 J of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Collin County, Texas, dated June 2, 2009, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 500-year flood plain.

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) PROJECT NO. 067705305
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) PROJECT NO. 067705305
 CHECKED BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) PROJECT NO. 067705305
 DATE: JANUARY 2020
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper 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.



Exhibit "A"



VICINITY MAP
SCALE: 1" = 2,000'

PRELIMINARY
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LEGEND

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	PHASE LINE
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	EXISTING SANITARY SEWER
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	HOMEOWNERS ASSOCIATION
	BUILDING LINE
	WALL MAINTENANCE EASEMENT

FLOODPLAIN NOTE

FLOOD NOTE:
According to Map No. 48085C0315 J of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Collin County, Texas, dated June 2, 2009, the subject tract is situated within: Unshaded Zone "X": defined as areas determined to be outside the 500-year flood plain.

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ZONING: PD 21

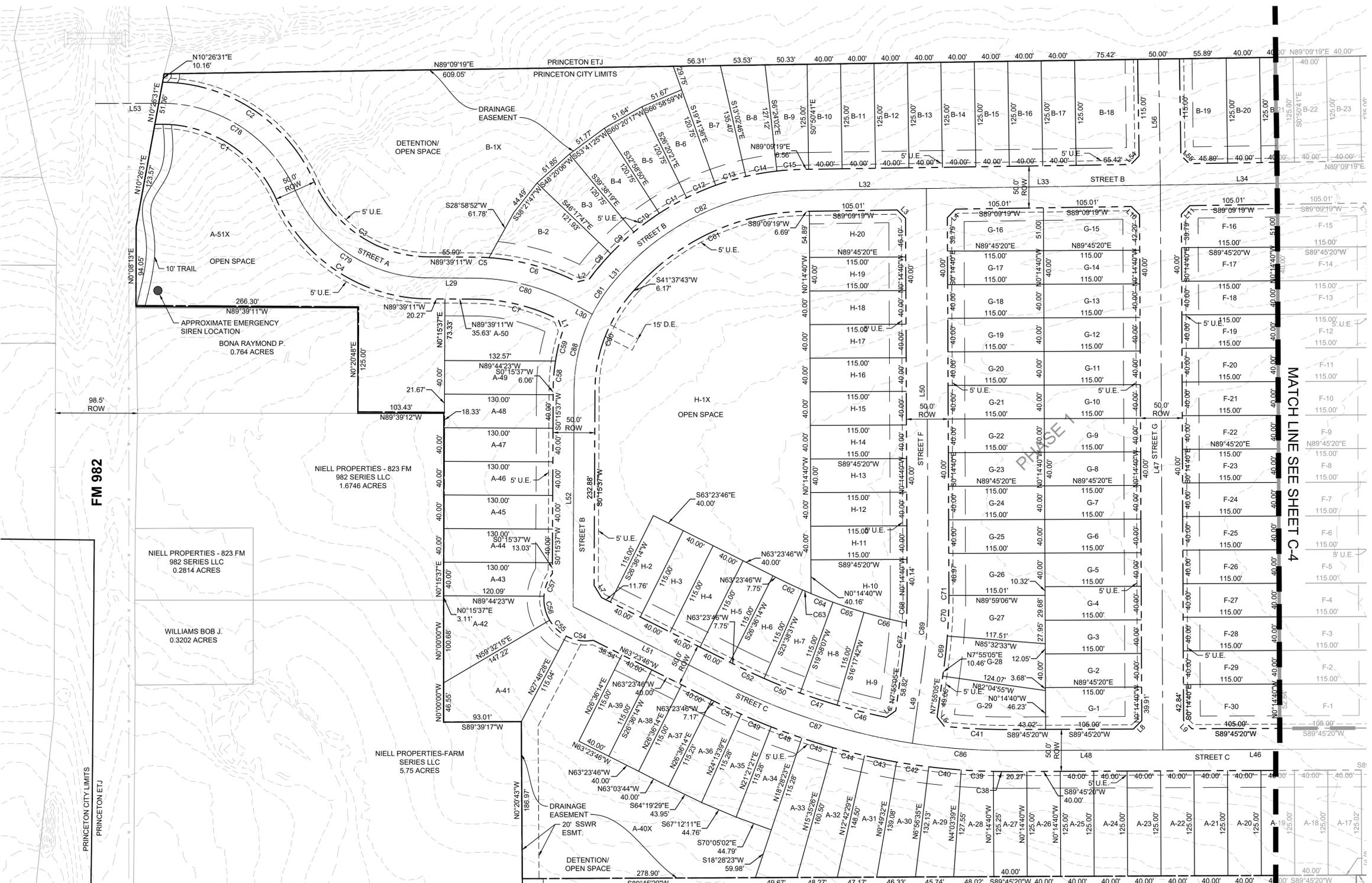
PRELIMINARY PLAT
FOR
LAKE MEADOW

249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS
BEING 46.717 ACRES
OUT OF THE
HARDIN WRIGHT SURVEY, ABSTRACT NO. 957
IN THE
CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Putte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patreids	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUEWALD, P.E.				
DESIGNED: JCC	DRAWN: JCC	CHECKED: MPD	SCALE: AS SHOWN	DATE: January 2020	KH PROJECT NO: 067705305	C-3

LAND USE SUMMARY	
OPEN SPACE	7.16 AC
RESIDENTIAL LOTS/ROW	39.56 AC
TOTAL	46.72 AC
PARK DEDICATION	
REQUIRED PARK DEDICATION (1 AC/ 30 LUE)	8.30 AC
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REMAINING TO BE PAID CASH-IN-LIEU	1.32 AC / 40 LUE
DENSITY SUMMARY (UNITS PER ACRE)	
GROSS	5.33

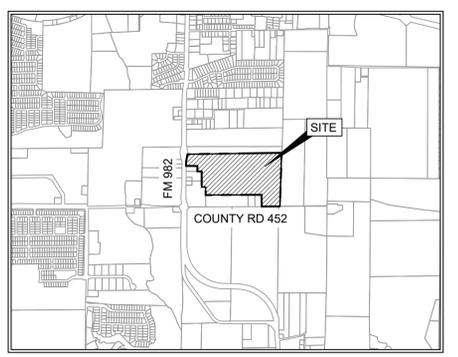
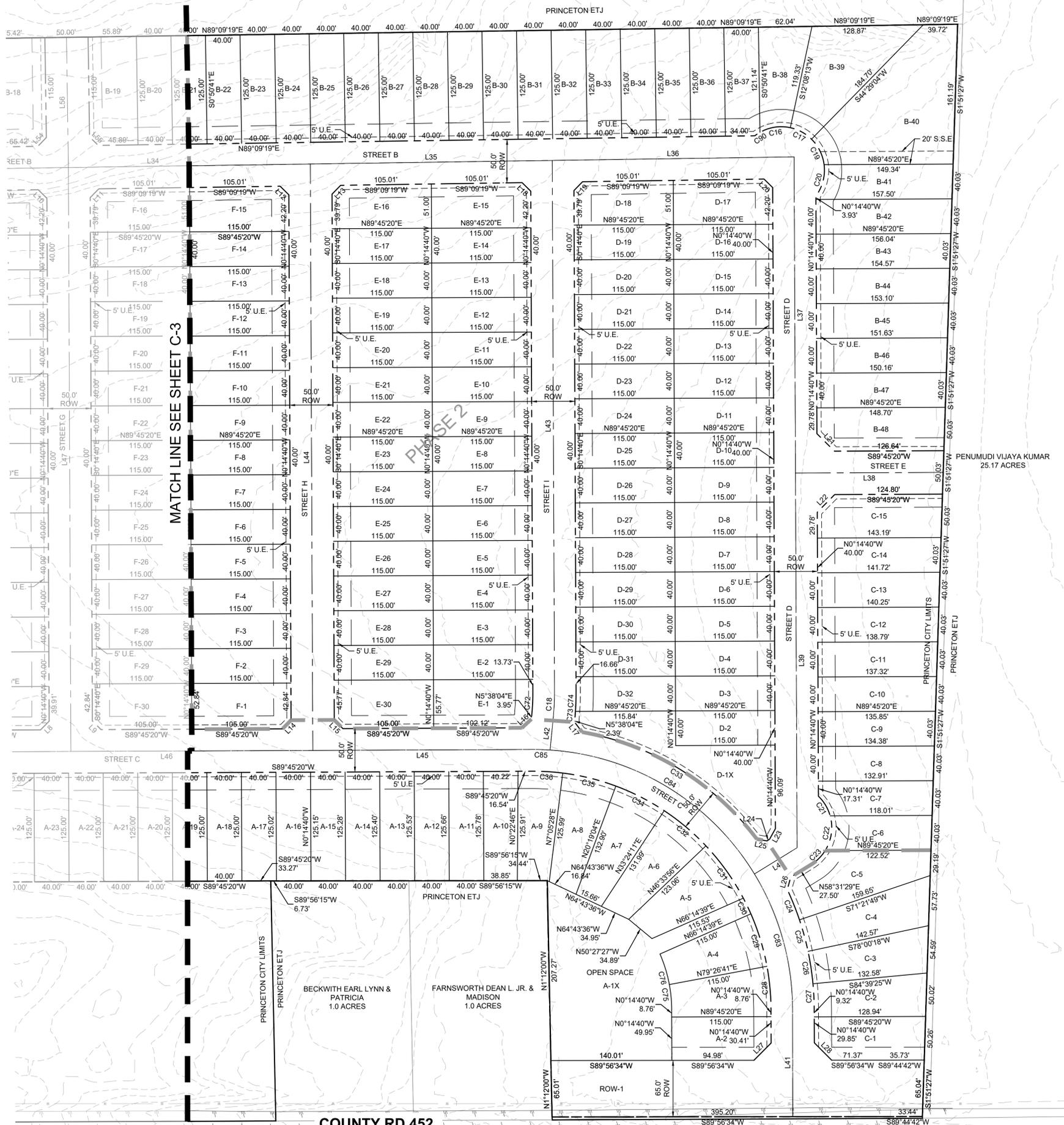
PD - 21	
SF-Z MODIFIED AREA & HEIGHT REGULATIONS	
DISTRICT REGULATION	STANDARD
MINIMUM LOT AREA	4,500 SF
MINIMUM LOT WIDTH	40 FT
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MINIMUM BUILDING SIZE	1,200 SF
MAXIMUM LOT COVERAGE	55%
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MINIMUM FRONT YARD SETBACK	20 FT
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MINIMUM SIDE YARD SETBACK	5 FT - INTERIOR
MINIMUM REAR YARD SETBACK	15 FT



PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) PROJECT NO. 067705305 DATE: 01/20/20
 DRAWN BY: JCC DRAWING NO. 067705305-01 DATE: 01/20/20
 CHECKED BY: MPD CHECKING NO. 067705305-02 DATE: 01/20/20
 THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA).



Exhibit "A"



VICINITY MAP
SCALE: 1" = 2,000'

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LEGEND

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---	PHASE LINE
---	EXISTING CONTOUR
---	EXISTING SANITARY SEWER
---	EXISTING OVERHEAD ELECTRIC
○	EXISTING MANHOLE
U.E.	UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
W.M.E.	WALL MAINTENANCE EASEMENT

FLOODPLAIN NOTE
FLOOD NOTE:
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ZONING: PD 21
PRELIMINARY PLAT
FOR
LAKE MEADOW
249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS
BEING 46.717 ACRES
OUT OF THE
HARDIN WRIGHT SURVEY, ABSTRACT NO. 957
IN THE
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LAND USE SUMMARY

OPEN SPACE	7.16 AC
RESIDENTIAL LOTS/ROW	39.56 AC
TOTAL	46.72 AC

PARK DEDICATION

REQUIRED PARK DEDICATION (1 AC/ 30 LUE)	8.30 AC
PROVIDED PARK DEDICATION	6.98 AC
REMAINING TO BE PAID CASH-IN-LIEU	1.32 AC/ 40 LUE

DENSITY SUMMARY (UNITS PER ACRE)

GROSS	5.33
-------	------

PD - 21
SF-2 MODIFIED AREA & HEIGHT REGULATIONS

DISTRICT REGULATION	STANDARD
MINIMUM LOT AREA	4,500 SF
MINIMUM LOT WIDTH	40 FT
MINIMUM LOT DEPTH	90 FT
MINIMUM BUILDING SIZE	1,200 SF
MAXIMUM LOT COVERAGE	55%
MAXIMUM HEIGHT	35 FT
MINIMUM FRONT YARD SETBACK	20 FT
MINIMUM SIDE YARD SETBACK	15 FT - STREET SIDE
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MINIMUM REAR YARD SETBACK	15 FT

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) PROJECT NO. 22020118-0001
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) PROJECT NO. 22020118-0001
 CHECKED BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) PROJECT NO. 22020118-0001
 DATE: JANUARY 2020
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OWNER: A.J. Fund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Putte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patreids	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUENWALD, P.E.
DESIGNED: JCC	DRAWN: JCC	CHECKED: MPD
SCALE: AS SHOWN	DATE: January 2020	KH PROJECT NO: 067705305

Exhibit "A"

LOT AREA TABLE		
BLOCK - LOT	AREA (SF)	AREA (ac)
A-1X	25983.75	0.60
A-2	5567.01	0.13
A-3	5508.27	0.13
A-4	5762.74	0.13
A-5	6448.85	0.15
A-6	6212.56	0.14
A-7	6335.19	0.15
A-8	6306.59	0.14
A-9	5582.43	0.13
A-10	4975.00	0.11
A-11	5028.80	0.12
A-12	5023.72	0.12
A-13	5018.61	0.12
A-14	5013.56	0.12
A-15	5008.48	0.11
A-16	5003.40	0.11
A-17	5000.07	0.11
A-18	4999.97	0.11
A-19	5000.00	0.11
A-20	5000.00	0.11
A-21	5000.00	0.11
A-22	5000.00	0.11
A-23	4999.97	0.11
A-24	5000.00	0.11
A-25	5000.49	0.11
A-26	5000.49	0.11
A-27	5002.14	0.11
A-28	5455.74	0.13
A-29	5476.75	0.13
A-30	5740.48	0.13
A-31	6116.99	0.14
A-32	6614.37	0.15
A-33	7243.85	0.17
A-34	4820.79	0.11
A-35	4819.51	0.11
A-36	4782.92	0.11
A-37	4604.66	0.11
A-38	4600.00	0.11
A-39	4600.00	0.11
A-40X	44280.39	1.02
A-41	10031.63	0.23
A-42	8257.79	0.19
A-43	5025.83	0.12

LOT AREA TABLE		
BLOCK - LOT	AREA (SF)	AREA (ac)
A-44	5200.00	0.12
A-45	5200.00	0.12
A-46	5200.00	0.12
A-47	5200.00	0.12
A-48	5200.00	0.12
A-49	5229.07	0.12
A-50	9227.52	0.21
A-51X	52372.55	1.20
B-1X	73910.63	1.70
B-2	8678.98	0.20
B-3	6035.81	0.12
B-4	5381.31	0.12
B-5	5368.17	0.12
B-6	5371.56	0.12
B-7	6543.55	0.15
B-8	5919.27	0.14
B-9	5547.67	0.13
B-10	5000.00	0.11
B-11	5000.00	0.11
B-12	5000.00	0.11
B-13	5000.00	0.11
B-14	5000.00	0.11
B-15	5000.00	0.11
B-16	5000.00	0.11
B-17	5000.00	0.11
B-18	9377.13	0.22
B-19	6935.69	0.16
B-20	5000.00	0.11
B-21	5000.00	0.11
B-22	5000.00	0.11
B-23	5000.00	0.11
B-24	5000.00	0.11
B-25	5000.00	0.11
B-26	5000.00	0.11
B-27	5000.00	0.11
B-28	5000.00	0.11
B-29	5000.00	0.11
B-30	5000.00	0.11
B-31	5000.00	0.11
B-32	5000.00	0.11
B-33	5000.00	0.11
B-34	5000.00	0.11
B-35	5000.00	0.11

LOT AREA TABLE		
BLOCK - LOT	AREA (SF)	AREA (ac)
B-36	5000.00	0.11
B-37	4987.81	0.11
B-38	5663.06	0.13
B-39	9925.97	0.23
B-40	17995.72	0.41
B-41	6065.20	0.14
B-42	6270.81	0.14
B-43	6212.09	0.14
B-44	6153.37	0.14
B-45	6094.64	0.14
B-46	6035.92	0.14
B-47	5977.20	0.14
B-48	7184.43	0.16
C-1	6216.02	0.14
C-2	5739.91	0.13
C-3	6260.57	0.14
C-4	6982.43	0.16
C-5	8251.63	0.19
C-6	4694.32	0.11
C-7	5103.55	0.12
C-8	5345.92	0.12
C-9	5404.64	0.12
C-10	5463.36	0.13
C-11	5522.09	0.13
C-12	5580.81	0.13
C-13	5639.53	0.13
C-14	5698.26	0.13
C-15	7000.92	0.16
D-1X	12492.84	0.29
D-2	4600.00	0.11
D-3	4600.00	0.11
D-4	4600.00	0.11
D-5	4600.00	0.11
D-6	4600.00	0.11
D-7	4600.00	0.11
D-8	4600.00	0.11
D-9	4600.00	0.11
D-10	4600.00	0.11
D-11	4600.00	0.11
D-12	4600.00	0.11
D-13	4600.00	0.11
D-14	4600.00	0.11
D-15	4600.00	0.11

LOT AREA TABLE		
BLOCK - LOT	AREA (SF)	AREA (ac)
D-16	4600.00	0.11
D-17	5883.84	0.14
D-18	5745.28	0.13
D-19	4600.00	0.11
D-20	4600.00	0.11
D-21	4600.00	0.11
D-22	4600.00	0.11
D-23	4600.00	0.11
D-24	4600.00	0.11
D-25	4600.00	0.11
D-26	4600.00	0.11
D-27	4600.00	0.11
D-28	4600.00	0.11
D-29	4600.00	0.11
D-30	4600.00	0.11
D-31	4600.00	0.11
D-32	4606.52	0.11
E-1	6320.71	0.15
E-2	4600.00	0.11
E-3	4600.00	0.11
E-4	4600.00	0.11
E-5	4600.00	0.11
E-6	4600.00	0.11
E-7	4600.00	0.11
E-8	4600.00	0.11
E-9	4600.00	0.11
E-10	4600.00	0.11
E-11	4600.00	0.11
E-12	4600.00	0.11
E-13	4600.00	0.11
E-14	4600.00	0.11
E-15	5883.84	0.14
E-16	5745.28	0.13
E-17	4600.00	0.11
E-18	4600.00	0.11
E-19	4600.00	0.11
E-20	4600.00	0.11
E-21	4600.00	0.11
E-22	4600.00	0.11
E-23	4600.00	0.11
E-24	4600.00	0.11
E-25	4600.00	0.11
E-26	4600.00	0.11

LOT AREA TABLE		
BLOCK - LOT	AREA (SF)	AREA (ac)
E-27	4600.00	0.11
E-28	4600.00	0.11
E-29	4600.00	0.11
E-30	6364.00	0.15
F-1	6026.64	0.14
F-2	4600.00	0.11
F-3	4600.00	0.11
F-4	4600.00	0.11
F-5	4600.00	0.11
F-6	4600.00	0.11
F-7	4600.00	0.11
F-8	4600.00	0.11
F-9	4600.00	0.11
F-10	4600.00	0.11
F-11	4600.00	0.11
F-12	4600.00	0.11
F-13	4600.00	0.11
F-14	4600.00	0.11
F-15	5883.84	0.14
F-16	5745.28	0.13
F-17	4600.00	0.11
F-18	4600.00	0.11
F-19	4600.00	0.11
F-20	4600.00	0.11
F-21	4600.00	0.11
F-22	4600.00	0.11
F-23	4600.00	0.11
F-24	4600.00	0.11
F-25	4600.00	0.11
F-26	4600.00	0.11
F-27	4600.00	0.11
F-28	4600.00	0.11
F-29	4600.00	0.11
F-30	6026.64	0.14
G-1	5889.27	0.13
G-2	4600.00	0.11
G-3	4600.00	0.11
G-4	4600.00	0.11
G-5	4600.00	0.11
G-6	4600.00	0.11
G-7	4600.00	0.11
G-8	4600.00	0.11
G-9	4600.00	0.11

LOT AREA TABLE		
BLOCK - LOT	AREA (SF)	AREA (ac)
G-10	4600.00	0.11
G-11	4600.00	0.11
G-12	4600.00	0.11
G-13	4600.00	0.11
G-14	4600.00	0.11
G-15	5883.84	0.14
G-16	5745.28	0.13
G-17	4600.00	0.11
G-18	4600.00	0.11
G-19	4600.00	0.11
G-20	4600.00	0.11
G-21	4600.00	0.11
G-22	4600.00	0.11
G-23	4600.00	0.11
G-24	4600.00	0.11
G-25	4600.00	0.11
G-26	5757.27	0.13
G-27	6148.88	0.14
G-28	6233.02	0.14
G-29	6841.40	0.16
H-1X	94463.43	2.17
H-2	4600.00	0.11
H-3	4600.00	0.11
H-4	4600.00	0.11
H-5	4600.00	0.11
H-6	4859.25	0.11
H-7	4921.52	0.11
H-8	4921.52	0.11
H-9	7103.69	0.16
H-10	6891.14	0.16
H-11	4600.00	0.11
H-12	4600.00	0.11
H-13	4600.00	0.11
H-14	4600.00	0.11
H-15	4600.00	0.11
H-16	4600.00	0.11
H-17	4600.00	0.11
H-18	4600.00	0.11
H-19	4600.00	0.11
H-20	6332.09	0.15
ROW-1	427460.11	9.81

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.14	S21°14'12.78"E
L2	15.21	N76°51'11.48"E
L3	14.07	S45°32'40.52"E
L4	14.22	S44°27'19.48"W
L5	13.95	S37°52'03.53"E
L6	13.75	N54°30'13.68"E
L7	16.99	S31°34'04.65"E
L8	14.14	S44°45'19.98"W
L9	14.14	N45°14'40.02"W
L10	14.07	N45°32'40.52"W
L11	14.22	S44°27'19.48"W
L12	14.07	N45°32'40.52"W
L13	14.22	S44°27'19.48"W
L14	14.14	S44°45'19.98"W
L15	14.14	N45°14'40.02"W
L16	14.85	N47°41'41.91"E
L17	14.57	S37°37'01.55"E
L18	14.07	N45°32'40.52"W
L19	14.22	S44°27'19.48"W
L20	14.07	N45°32'40.52"W
L21	28.60	S45°14'40.02"E
L22	28.60	N44°45'19.98"E
L23	13.94	N29°08'24.26"E
L24	3.73	N58°31'28.53"E
L25	11.81	S79°02'01.93"E
L26	14.83	N16°08'11.43"E
L27	28.19	N45°00'00.00"E
L28	28.39	N45°01'43.01"W

LINE TABLE		
LINE	LENGTH	BEARING
L29	55.90	N89°39'11.02"W
L30	23.39	N60°54'04.45"W
L31	6.17	N41°37'43.22"E
L32	146.96	N89°06'48.66"E
L33	280.02	N89°09'18.98"E
L34	280.02	N89°09'18.98"E
L35	280.02	N89°09'18.98"E
L36	280.01	N89°10'37.88"E
L37	364.09	S0°14'40.02"E
L38	170.94	S89°45'19.98"W
L39	431.55	S0°14'40.02"E
L40	57.84	S58°31'28.53"W
L41	124.17	N0°08'47.19"W
L42	37.22	N5°38'03.84"E
L43	611.30	N0°14'40.02"W
L44	675.41	N0°14'40.02"W
L45	254.02	S89°45'19.98"W
L46	280.00	S89°45'19.98"W
L47	672.48	N0°14'40.02"W
L48	183.02	S89°45'19.98"W
L49	94.60	N7°55'04.67"E
L50	481.61	N0°14'40.02"W
L51	205.02	N63°23'46.29"W
L52	258.40	N0°15'36.98"E
L53	72.83	S89°50'19.08"W
L54	14.14	S44°09'18.98"W
L55	14.14	S45°50'41.02"E
L56	149.89	N0°50'42.56"W

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

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	150.00'	180.96'	N58°30'48"W	170.18'	69°07'14"	103.32'
C2	200.00'	229.34'	N56°48'11"W	216.98'	65°42'00"	129.14'
C3	150.00'	172.00'	S56°48'11"E	162.73'	65°42'00"	96.85'
C4	200.00'	229.34'	S56°48'11"E	216.98'	65°42'00"	129.14'
C5	275.00'	16.80'	N87°54'11"W	16.80'	3°30'01"	8.40'
C6	275.00'	110.04'	N74°41'23"W	109.31'	22°5	

Exhibit "A"

STATE OF TEXAS §
 COUNTY OF COLLIN §

OWNER'S CERTIFICATE

LEGAL DESCRIPTION 46.717 ACRES

BEING a tract of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas and being a portion of those tracts of land conveyed to Niell Properties-Farm Series, LLC, according to the document filed of record in Document Number 20150514000557550, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a Texas Department of Transportation (TXDOT) aluminum disk found in the east line of F. M. Highway 982, for the northwest corner of that tract of land conveyed to Raymond P. Bona, according to the document filed of record in Volume 1066, Page 884, Deed Records of Collin County, Texas, said disk also being the most westerly corner of this tract;

THENCE with the east lines of said F.M. Highway, same being common with the westerly lines of this tract the following two (2) courses and distances:

North 0°08'13" East, a distance of 94.05 feet to a TXDOT aluminum disk found for corner;

North 10°26'31" East, a distance of 184.79 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for the southwest corner of that tract of land referred to as "First Tract" conveyed to Roger Dale Baker, et ux, Linda Kay Baker, according to the document filed of record in Volume 1586, Page 650, Deed Records Collin County, Texas and being the common northwest corner of this tract;

THENCE North 89°09'19" East, with the south line of said Baker tract, same being common with the north line of this tract, a distance of 2221.16 feet to a fence corner post located at a "T" fence intersection, in the west line of that tract of land conveyed to VijayaKumar Penumundi, according to the document filed of record in Instrument Number 20150928001230650 and being the southeast corner of said Baker tract, same being the common northeast corner of this tract;

THENCE South 1°51'27" West, with said west line, same being common with the east line of this tract, a distance of 1258.56 feet to a Mag Nail found in Collin County Road #452 and the north line of that tract of land conveyed to AJE Group,

LLC according to the document filed of record in Instrument Number 20171204001603150, Deed Records Collin County, Texas, for the southeast corner of this tract, from which a 5/8" iron rod with plastic cap stamped "SPIARS" found on the north side of said County Road bears North 1°51'27" East, a distance of 15.78 feet;

THENCE South 89°44'42" West, with said north line, same being common with a south line of this tract, a distance of 33.44 feet to a Mag Nail found in said County Road, for the northwest corner of said AJE Group tract, same being common with the northeast corner of that tract of land conveyed to Varma Penmatsa and spouse Sireesha Penmatsa according to the document filed of record in Instrument Number 20150604000663620, for a common corner of this tract;

THENCE South 89°56'34" West, with a portion of the north line of said Penmatsa tract, same being common with a south line of this tract, a distance of 395.20 feet to a point in said County Road for the southeast corner of that tract of land conveyed to Sunday Sky Properties, Inc. according to the document filed of record in Instrument Number 20170724000969280 Deed Records Collin County, Texas and being a common "ell" corner of this tract, from said point a 5/8" iron rod with plastic cap stamped "ADAMS" found on the north side of said road bears North 1°12'00" West, 25.00 feet;

THENCE North 1°12'00" West, passing through said iron rod and leaving said County Road, with the east line of said Sunday Sky Properties tract, same being a common interior line of this tract, a distance of 272.28 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for the northeast corner of said Sunday Sky Properties tract and being a common "ell" corner of this tract;

THENCE South 89°56'15" West, with the north line of said Sunday Sky Properties tract and the north line of that tract of land conveyed to Earl Lynn Beckwith and Patricia Beckwith according to the document filed of record in Instrument Number 20130802001089170, Deed Records Collin County, Texas, same being a common south line of this tract, a distance of 320.02 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for the northwest corner of said Beckwith tract and being a common corner of this tract;

THENCE over and across the above mentioned Niell Properties-Farm Series tract the following four (4) courses and distances:

South 89°45'18" West, a distance of 997.39 feet to a 1/2" iron rod found for the southwest corner of this tract;

North 0°20'43" West, a distance of 186.97 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for a corner of this tract;

South 89°39'17" West, a distance of 93.01 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for a corner of this tract;

North 0°00'00" East, a distance of 147.23 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for the southeast corner of that tract of land conveyed to Christopher Chase Niell, according to the document filed of record in Instrument Number 20140310000219930, Deed Records Collin County, Texas, same being a common corner of this tract;

THENCE North 0°15'37" East, with the east line of said Niell tract, same being common with a west line of this tract, a distance of 221.44 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for the northeast corner of said Niell tract, same being a common "ell" corner of this tract;

THENCE North 89°39'12" West, with a portion of the north line of said Niell tract, same being a common line of this tract, a distance of 103.43 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found in said north line for the southeast corner of the above mentioned Bona tract and being a common "ell" corner of this tract;

THENCE North 0°20'48" East, leaving said north line, with the east line of said Bona tract, same being a common west line of this tract, a distance of 125.00 feet to a 5/8" iron rod with plastic cap stamped "ADAMS" found for the northeast corner of said Bona tract and being a common "ell" corner of this tract;

THENCE North 89°39'11" West, with the north line of said Bona tract, same being a common line of this tract, a distance of 266.30 feet to the **POINT OF BEGINNING** and containing 46.717 acres of land, more or less.

KNOW ALL MEN BY THESE PRESENTS

That **AJFUND, LLC**, does hereby adopt this plat designating the hereinbefore described property as **LAKE MEADOW**, an Addition to the City of Princeton, Collin County, Texas, and do hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all planning ordinances, rules, regulations, and resolutions of the City of Princeton, Texas.

BY: **AJFUND, LLC.**,
 A TEXAS LIMITED LIABILITY CORPORATION

By: _____
 Signature
 TUAN ANH TRAN

STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _____ of AJFUND, LLC., 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 purpose and consideration therein expressed.

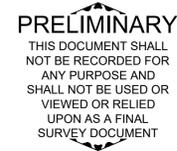
Given under my hand and seal of office this the _____ day of _____, 20_____.

SURVEYORS CERTIFICATION:

To: A.J. Fund, LLC, Niell Properties-Farm Series, LLC, Marian G. Niell, Trustee, Marian G. Niell 2012 trust and Rita S. Wilson, trustee, Rita S. Wilson 2012 trust and First National Title Insurance Company.

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY CONFORMS TO THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND THAT THIS SURVEY WAS MADE ON THE GROUND, DECEMBER 18th, 2019.

Sean Patton
 Registered Professional Land Surveyor No. 5660
 Kimley-Horn and Associates, Inc.
 401 No. Oklahoma Dr., Suite 105
 Celina, Texas 75009
 Ph. 469-501-2200
 sean.patton@kimley-horn.com

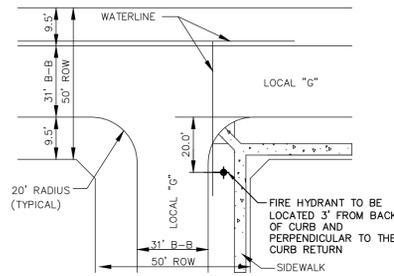
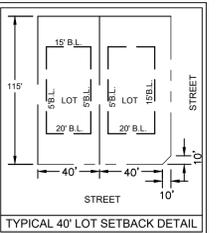


STATE OF TEXAS
 COUNTY OF COLLIN

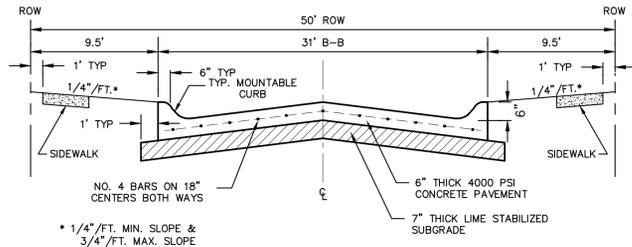
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sean Patton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20_____.

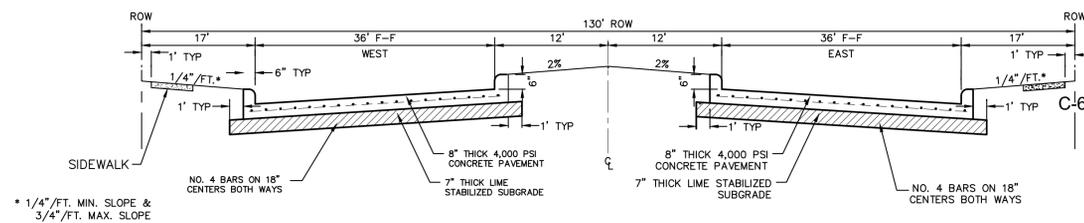
Notary Public in and for the State of Texas



LOCAL G INTERSECTING LOCAL G
 NTS



LOCAL TYPE G - FRONT ENTRY
 NTS



PRINCIPLE ARTERIAL TYPE A STREET SECTION
 NTS

ZONING: PD 21

PRELIMINARY PLAT
 FOR
LAKE MEADOW

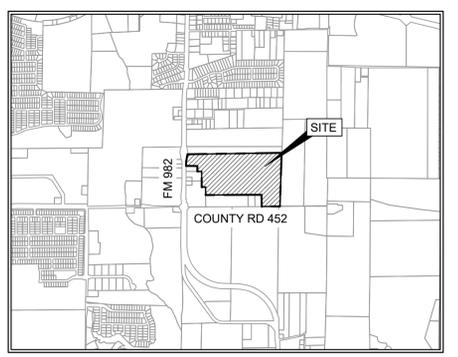
249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS
 BEING 46.717 ACRES
 OUT OF THE
 HARDIN WRIGHT SURVEY, ABSTRACT NO. 957
 IN THE
 CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran		DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patreida		ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUJEWALD, P.E.	
DESIGNED JCC	DRAWN JCC	CHECKED MRD	SCALE AS SHOWN	DATE January 2020	KH PROJECT NO. 067705305

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5660
 SEAN PATTON
 401 N. OKLAHOMA DR., SUITE 105
 CELINA, TEXAS 75009
 PH. 469-501-2200
 sean.patton@kimley-horn.com
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper 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.



Exhibit "A"



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM DRAIN LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING SANITARY SEWER MANHOLE
	EXISTING CONTOUR
	USACE FLOWAGE EASEMENT

GENERAL NOTES

1. SYSTEM SHOWN IS PRELIMINARY AND SUBJECT TO REVISION AT TIME OF DESIGN AND FINAL PLAT
2. STORM DRAIN SIZING TO BE DETERMINED AT TIME OF DESIGN.
3. SEE PRELIMINARY UTILITY PLAN FOR ADDITIONAL PROJECT INFORMATION.
4. THE DRY LANE REQUIREMENT IS WAIVED FOR THIS PROJECT

DRAINAGE DESIGN CRITERIA

Q100 = C^{1/A}

Q = FLOW IN CUBIC FEET PER SECOND (CFS)

C = RUNOFF COEFFICIENT = 0.40 (PARK AREA)
0.65 (SINGLE FAMILY)
0.55 (SINGLE FAMILY ESTATE)
0.30 (UNDEVELOPED)
0.90 (STREET)

I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 15 MINUTES (ALL RESIDENTIAL) = 7.86 IN/HR

A = DRAINAGE AREA IN ACRES

PRELIMINARY

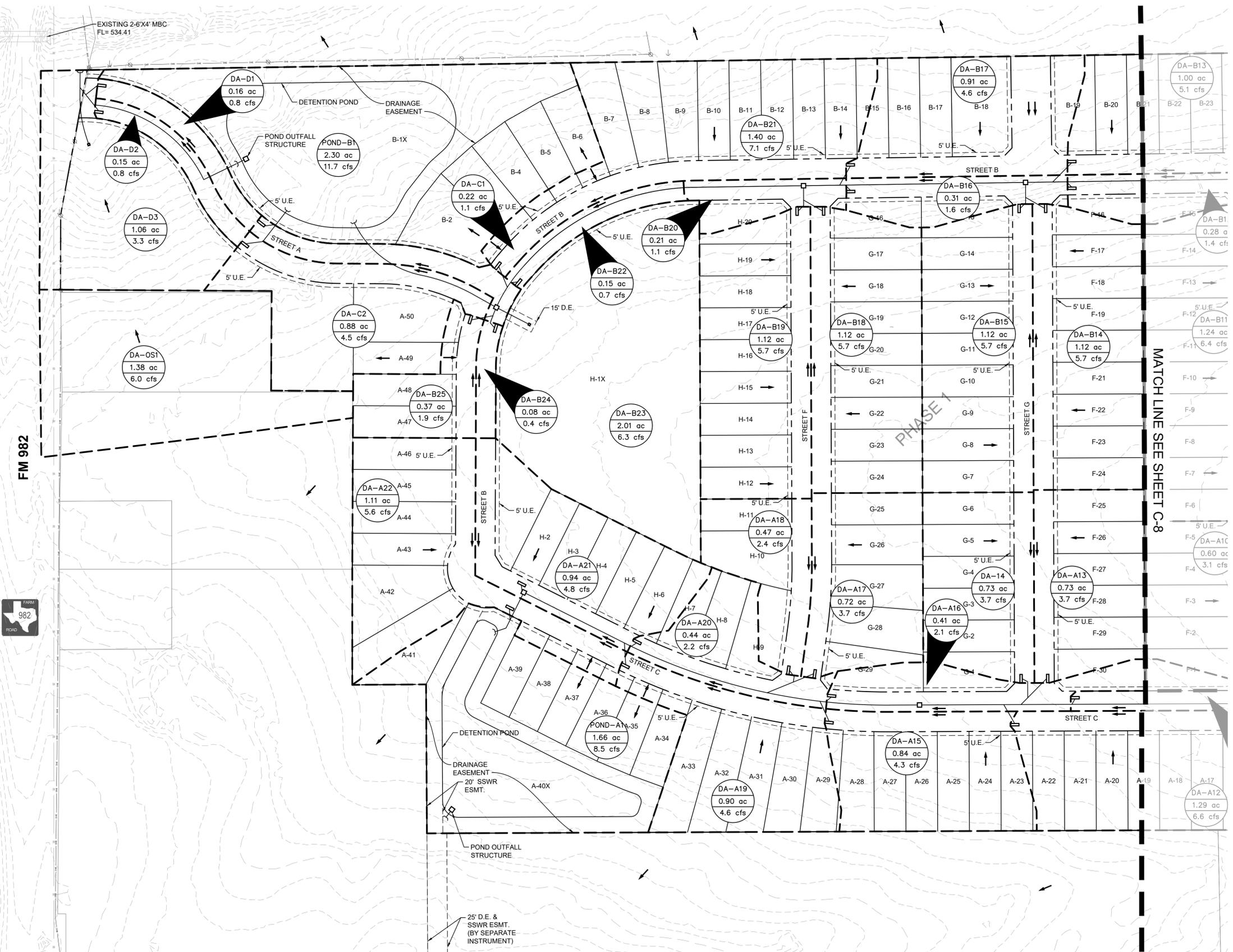
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ZONING: PD 21

PRELIMINARY DRAINAGE PLAN FOR LAKE MEADOW

249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS BEING 46.717 ACRES OUT OF THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957 IN THE CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: A.J. Fund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patreids	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUENWALD, P.E.				
DESIGNED: JCC	DRAWN: JCC	CHECKED: MRD	SCALE: AS SHOWN	DATE: January 2020	KH PROJECT NO: 067705305	C-7



PREPARED BY: KIMLEY-HORN & ASSOCIATES, INC. (KHA) PROJECT NO. 067705305 DATE: 01/20/20
 DRAWN BY: JCC DRAWING NO. 067705305-01 DATE: 01/20/20
 CHECKED BY: MRD CHECKING NO. 067705305-02 DATE: 01/20/20
 LAST SAVED: 2/27/2020 10:48 PM
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper 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.

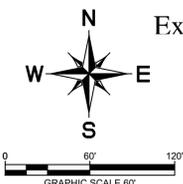
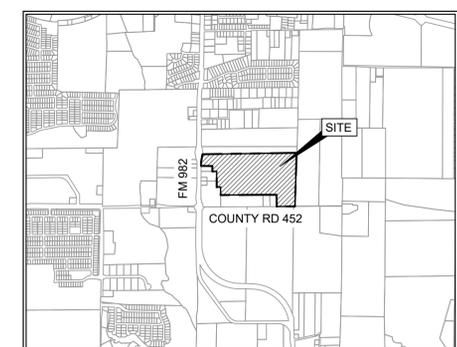


Exhibit "A"



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
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I = INTENSITY (TIME OF CONCENTRATION = TC) TC OF 15 MINUTES (ALL RESIDENTIAL) = 7.86 IN/HR
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PRELIMINARY
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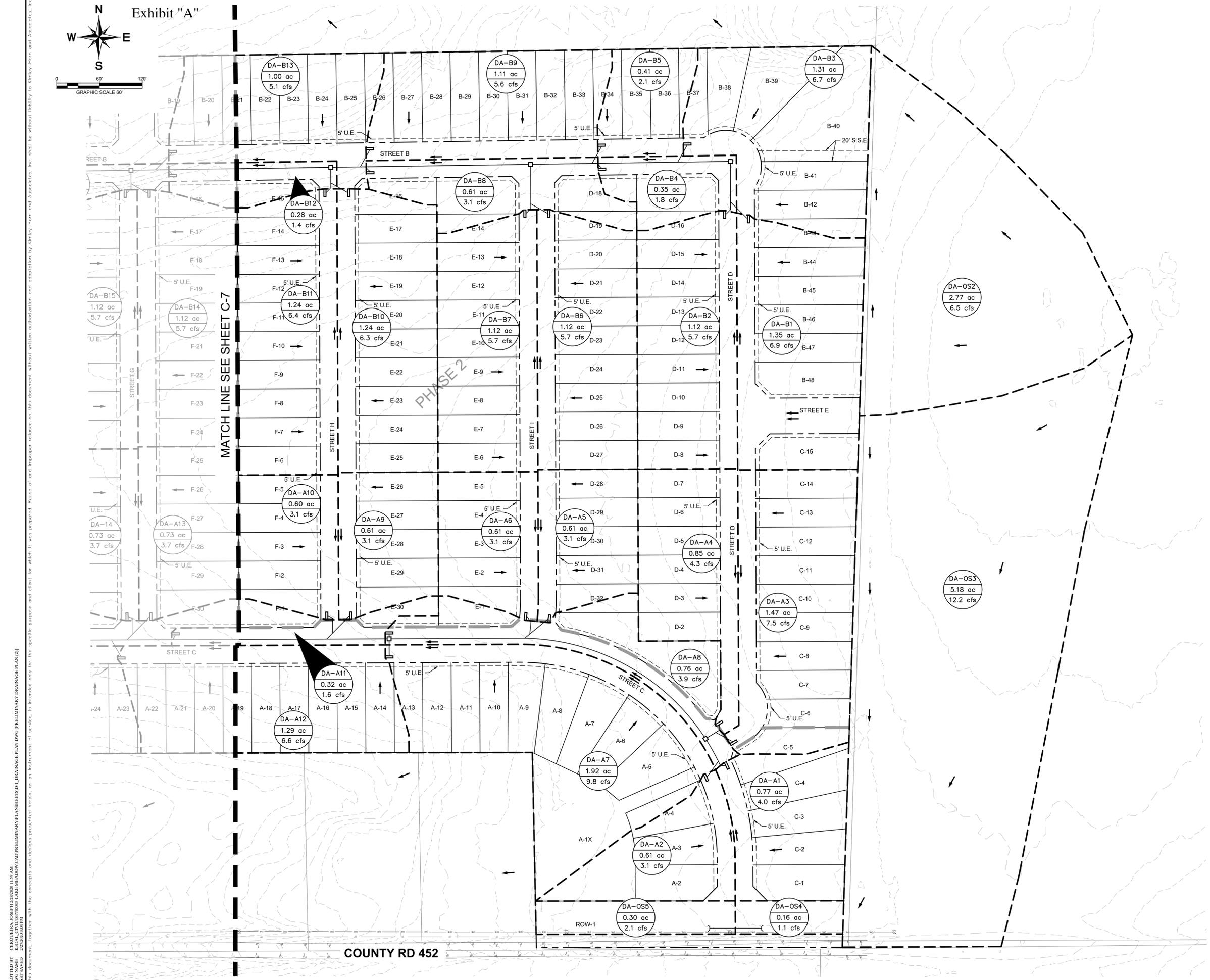
ZONING: PD 21

PRELIMINARY DRAINAGE PLAN FOR LAKE MEADOW

249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS BEING 46.717 ACRES OUT OF THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957 IN THE CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patreids	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUJEWALD, P.E.
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DESIGNED: JCC	DRAWN: JCC	CHECKED: MRD	SCALE: AS SHOWN	DATE: January 2020	KH PROJECT NO.: 067705305	C-8
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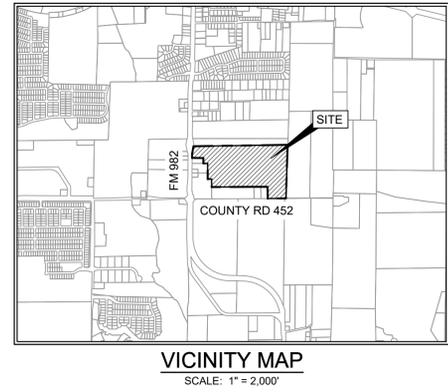
PREPARED BY: KIMLEY-HORN & ASSOCIATES, INC. PROJECT NO. 067705305 DATE: 1/15/20
 DRAWN BY: JCC LAST DATE: 1/15/20
 CHECKED BY: MRD LAST DATE: 1/15/20
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Exhibit "A"

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
DA-14	0.73	0.65	15	7.86	3.7
DA-A1	0.77	0.65	15	7.86	4.0
DA-A2	0.61	0.65	15	7.86	3.1
DA-A3	1.47	0.65	15	7.86	7.5
DA-A4	0.85	0.65	15	7.86	4.3
DA-A5	0.61	0.65	15	7.86	3.1
DA-A6	0.61	0.65	15	7.86	3.1
DA-A7	1.92	0.65	15	7.86	9.8
DA-A8	0.76	0.65	15	7.86	3.9
DA-A9	0.61	0.65	15	7.86	3.1
DA-A10	0.60	0.65	15	7.86	3.1
DA-A11	0.32	0.65	15	7.86	1.6
DA-A12	1.29	0.65	15	7.86	6.6
DA-A13	0.73	0.65	15	7.86	3.7
DA-A15	0.84	0.65	15	7.86	4.3
DA-A16	0.41	0.65	15	7.86	2.1
DA-A17	0.72	0.65	15	7.86	3.7
DA-A18	0.47	0.65	15	7.86	2.4
DA-A19	0.90	0.65	15	7.86	4.6
DA-A20	0.44	0.65	15	7.86	2.2

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
DA-A21	0.94	0.65	15	7.86	4.8
DA-A22	1.11	0.65	15	7.86	5.6
DA-B1	1.35	0.65	15	7.86	6.9
DA-B2	1.12	0.65	15	7.86	5.7
DA-B3	1.31	0.65	15	7.86	6.7
DA-B4	0.35	0.65	15	7.86	1.8
DA-B5	0.41	0.65	15	7.86	2.1
DA-B6	1.12	0.65	15	7.86	5.7
DA-B7	1.12	0.65	15	7.86	5.7
DA-B8	0.61	0.65	15	7.86	3.1
DA-B9	1.11	0.65	15	7.86	5.6
DA-B10	1.24	0.65	15	7.86	6.3
DA-B11	1.24	0.65	15	7.86	6.4
DA-B12	0.28	0.65	15	7.86	1.4
DA-B13	1.00	0.65	15	7.86	5.1
DA-B14	1.12	0.65	15	7.86	5.7
DA-B15	1.12	0.65	15	7.86	5.7
DA-B16	0.31	0.65	15	7.86	1.6
DA-B17	0.91	0.65	15	7.86	4.6
DA-B18	1.12	0.65	15	7.86	5.7

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
DA-B19	1.12	0.65	15	7.86	5.7
DA-B20	0.21	0.65	15	7.86	1.1
DA-B21	1.40	0.65	15	7.86	7.1
DA-B22	0.15	0.65	15	7.86	0.7
DA-B23	2.01	0.40	15	7.86	6.3
DA-B24	0.08	0.65	15	7.86	0.4
DA-B25	0.37	0.65	15	7.86	1.9
DA-C1	0.22	0.65	15	7.86	1.1
DA-C2	0.88	0.65	15	7.86	4.5
DA-D1	0.16	0.65	15	7.86	0.8
DA-D2	0.15	0.65	15	7.86	0.8
DA-D3	1.06	0.40	15	7.86	3.3
DA-OS1	1.38	0.55	15	7.86	6.0
DA-OS2	2.77	0.30	15	7.86	6.5
DA-OS3	5.18	0.30	15	7.86	12.2
DA-OS4	0.16	0.90	15	7.86	1.1
DA-OS5	0.30	0.90	15	7.86	2.1
POND-A1	1.66	0.65	15	7.86	8.5
POND-B1	2.30	0.65	15	7.86	11.7



PLOTTED BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 01/20/2020 12:50 PM
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 01/20/2020 12:50 PM
 LAST SAVED: 2/27/2020 3:04 PM

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ZONING: PD 21

PRELIMINARY DRAINAGE PLAN
 FOR
 LAKE MEADOW

249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS
 BEING 46.717 ACRES
 OUT OF THE
 HARDIN WRIGHT SURVEY, ABSTRACT NO. 957
 IN THE
 CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran		DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Pairedis		ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUENWALD, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JCC	JCC	MRD	AS SHOWN	January 2020	067705305



Exhibit "A"

CONNECT TO EXISTING CULLEOKA WSC 8" WATER MAIN

APPROXIMATE EMERGENCY SIREN LOCATION

EXISTING 8" WATER MAIN (CULLEOKA WSC)

MATCH LINE SEE SHEET C-12

FM 982

WATER GENERAL NOTES

1. FIRE HYDRANTS, VALVES, FITTINGS, ETC. SHOWN AS A GRAPHICAL REPRESENTATION ONLY. CONTRACTOR TO LOCATE AND CONSTRUCT THESE IMPROVEMENTS BASED ON THE CURRENT CITY/JURISDICTIONAL DESIGN STANDARDS AND DETAILS. CONTRACTOR TO NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED PRIOR TO BEGINNING CONSTRUCTION.
2. WATER AND SANITARY SEWER SEPARATION (VERTICAL AND HORIZONTAL) SHALL BE MAINTAINED IN ACCORDANCE WITH TCEQ REQUIREMENTS.
3. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. FIRE HYDRANT ASSEMBLY INCLUDES ALL FITTINGS, TEES AND VALVES.
5. ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES.
6. ALL WATERLINES ARE 8" UNLESS OTHERWISE NOTED.
7. ALL WATERLINE CURVES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
8. ALL GATE VALVES AND WATER METERS SHALL BE PLACED CLEAR OF BARRIER-FREE RAMPS.

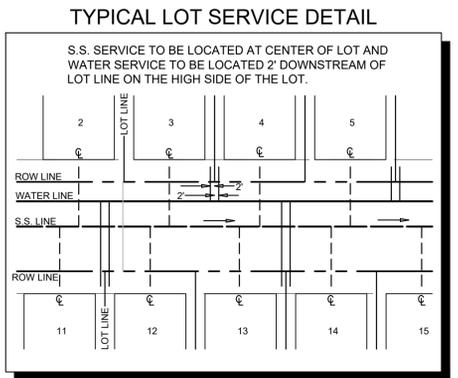
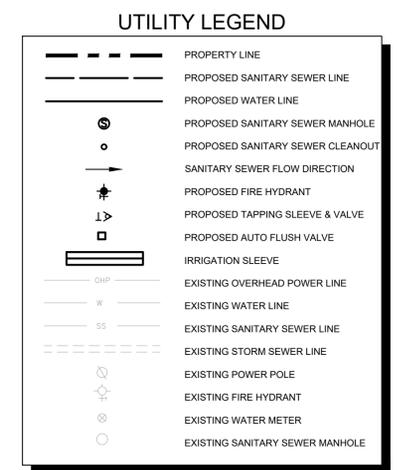
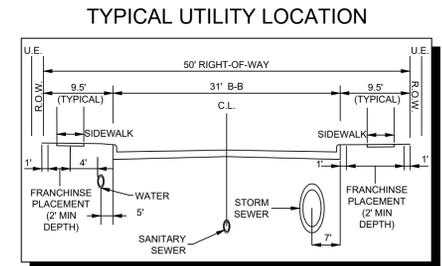
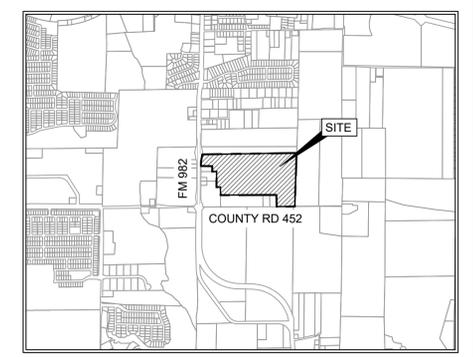
SEWER GENERAL NOTES

1. WATER AND SANITARY SEWER SEPARATION (VERTICAL AND HORIZONTAL) SHALL BE MAINTAINED IN ACCORDANCE WITH TCEQ REQUIREMENTS.
2. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.

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NIELL PROPERTIES-FARM SERIES LLC
5.75 AC

AJFUND LLC
6.24 AC



ZONING: PD 21

PRELIMINARY UTILITY PLAN
FOR
LAKE MEADOW
249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS
BEING 46.717 ACRES
OUT OF THE
HARDIN WRIGHT SURVEY, ABSTRACT NO. 957
IN THE
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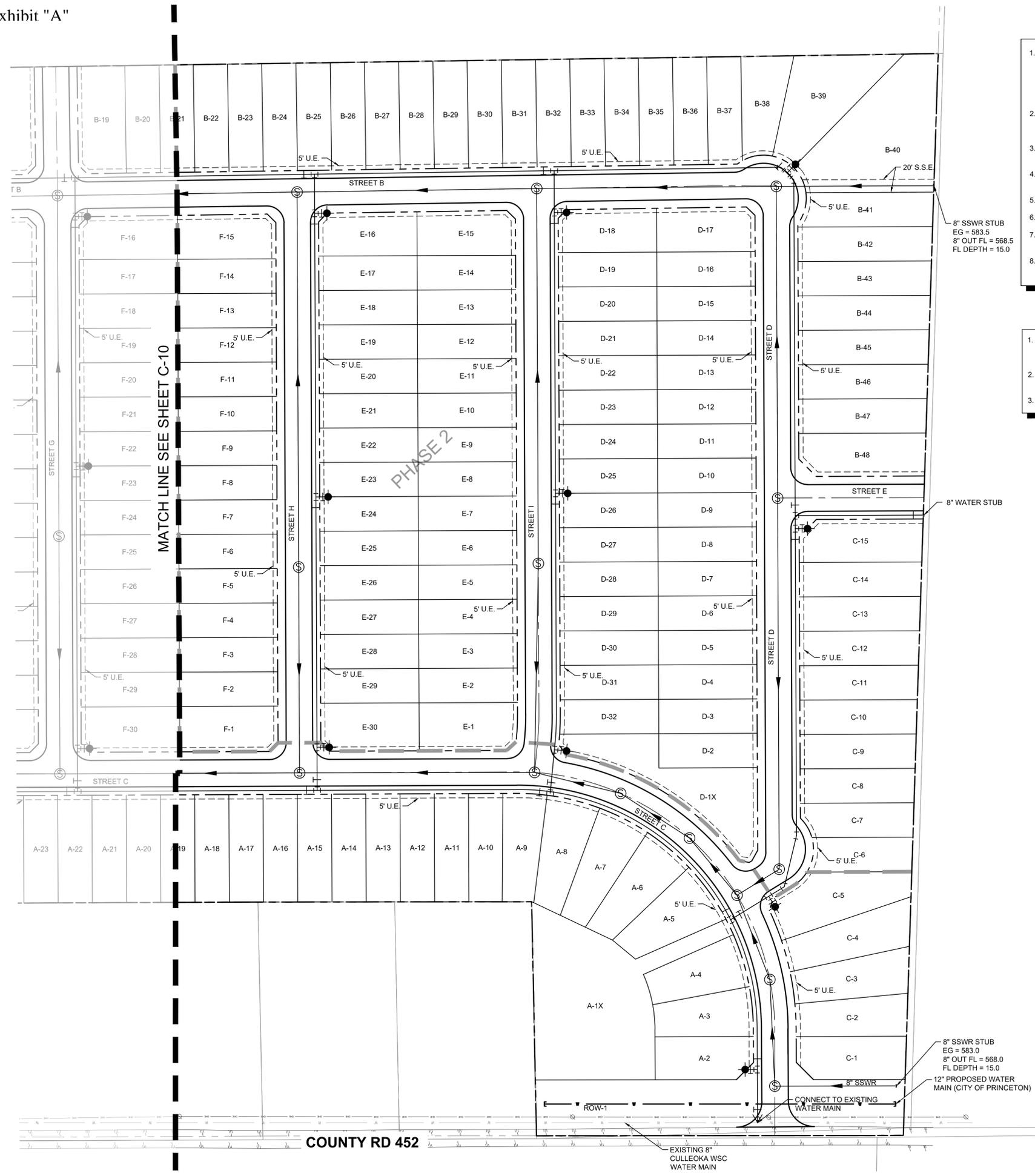
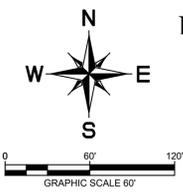
OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patraides	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUENWALD, P.E.
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DESIGNED JCC	DRAWN XXX	CHECKED MRD	SCALE AS SHOWN	DATE January 2020	KH PROJECT NO. 067705305	C-10
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PREPARED BY: ERIC BURBA, PROJECT ENGINEER AS TO P.L.
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
 LAST REVISED: 12/28/2019 5:45 AM
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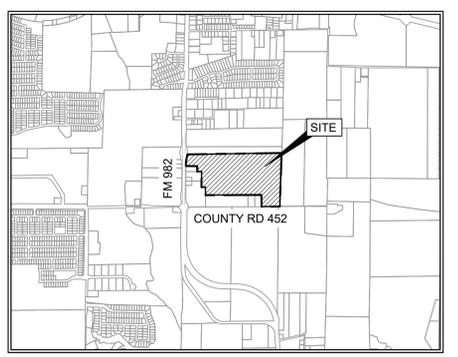
REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 15174 PLM
 DATE: 01/27/2015
 LAST NAME: JCC
 PROJECT NO.: 067705305
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Exhibit "A"

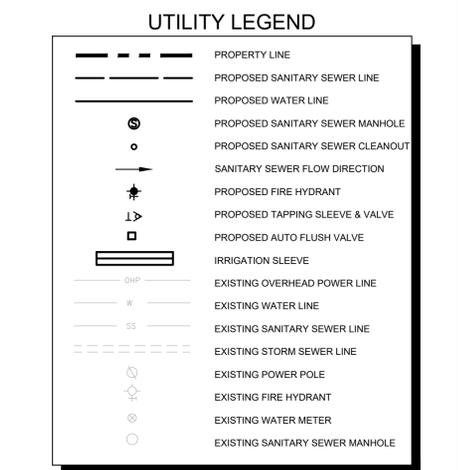
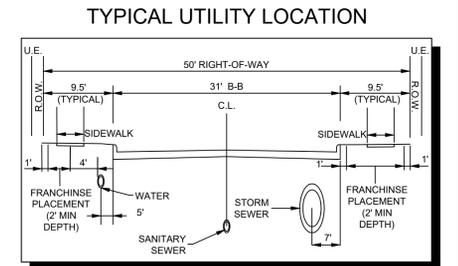


- ### WATER GENERAL NOTES
1. FIRE HYDRANTS, VALVES, FITTINGS, ETC. SHOWN AS A GRAPHICAL REPRESENTATION ONLY. CONTRACTOR TO LOCATE AND CONSTRUCT THESE IMPROVEMENTS BASED ON THE CURRENT CITY JURISDICTIONAL DESIGN STANDARDS AND DETAILS. CONTRACTOR TO NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED PRIOR TO BEGINNING CONSTRUCTION.
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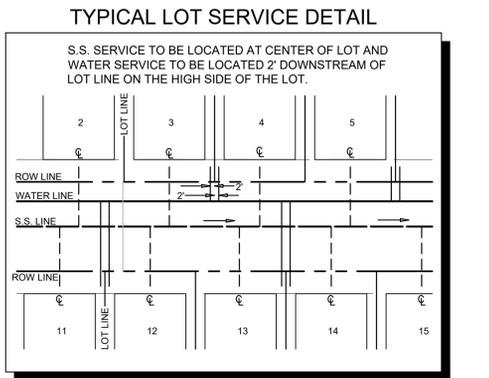
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VICINITY MAP
SCALE: 1" = 2,000'



PRELIMINARY
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ZONING: PD 21

PRELIMINARY UTILITY PLAN FOR LAKE MEADOW

249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS BEING 46.717 ACRES OUT OF THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957 IN THE CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Pairedis	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUEWALD, P.E.
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	PROJECT NO.	
JCC	XXX	MRD	AS SHOWN	January 2020	067705305	C-11



Exhibit "A"

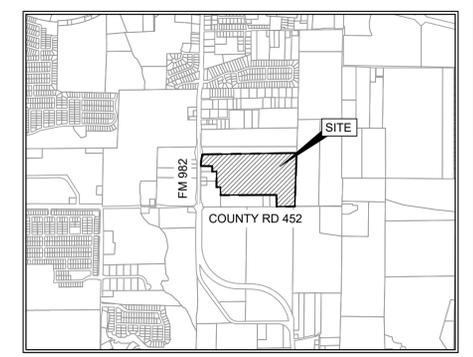
PRELIMINARY
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SEWER GENERAL NOTES

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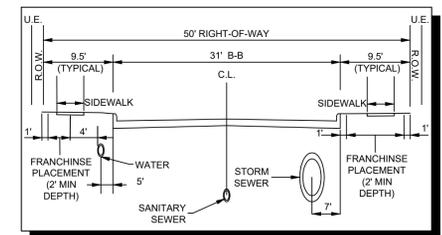
WATER GENERAL NOTES

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VICINITY MAP
SCALE: 1" = 2,000'

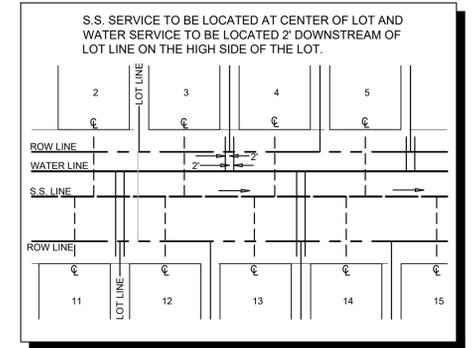
TYPICAL UTILITY LOCATION



UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	PROPOSED AUTO FLUSH VALVE
	IRRIGATION SLEEVE
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING SANITARY SEWER MANHOLE

TYPICAL LOT SERVICE DETAIL



ZONING: PD 21

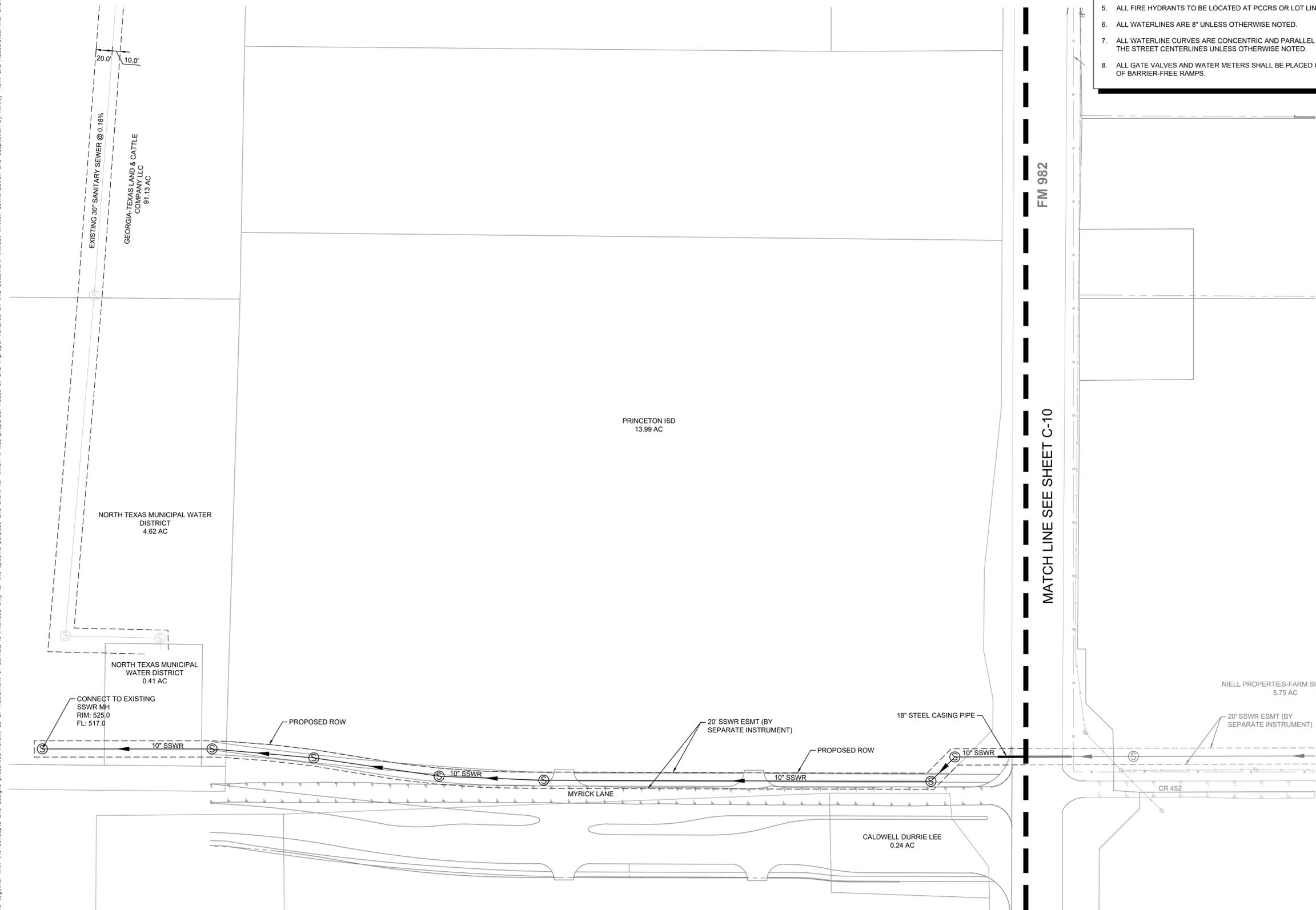
OFFSITE PRELIMINARY UTILITY PLAN FOR LAKE MEADOW

249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS BEING 46.717 ACRES OUT OF THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957 IN THE CITY OF PRINCETON, COLLIN COUNTY, TEXAS

OWNER: AJ Fund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Putte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Patreidis	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUENWALD, P.E.
--	--	--

DESIGNED: JCC	DRAWN: XXX	CHECKED: MRD	SCALE: AS SHOWN	DATE: January 2020	KH PROJECT NO.: 067705305	C-12
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REVISIONS: 01/20/2020 12:30 PM
 DATE: 01/20/2020 12:30 PM
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MATCH LINE SEE SHEET C-10

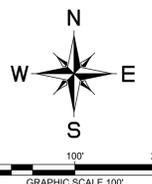
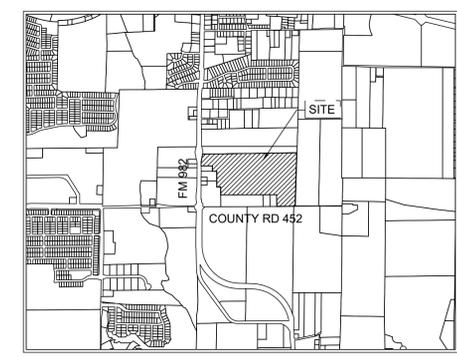
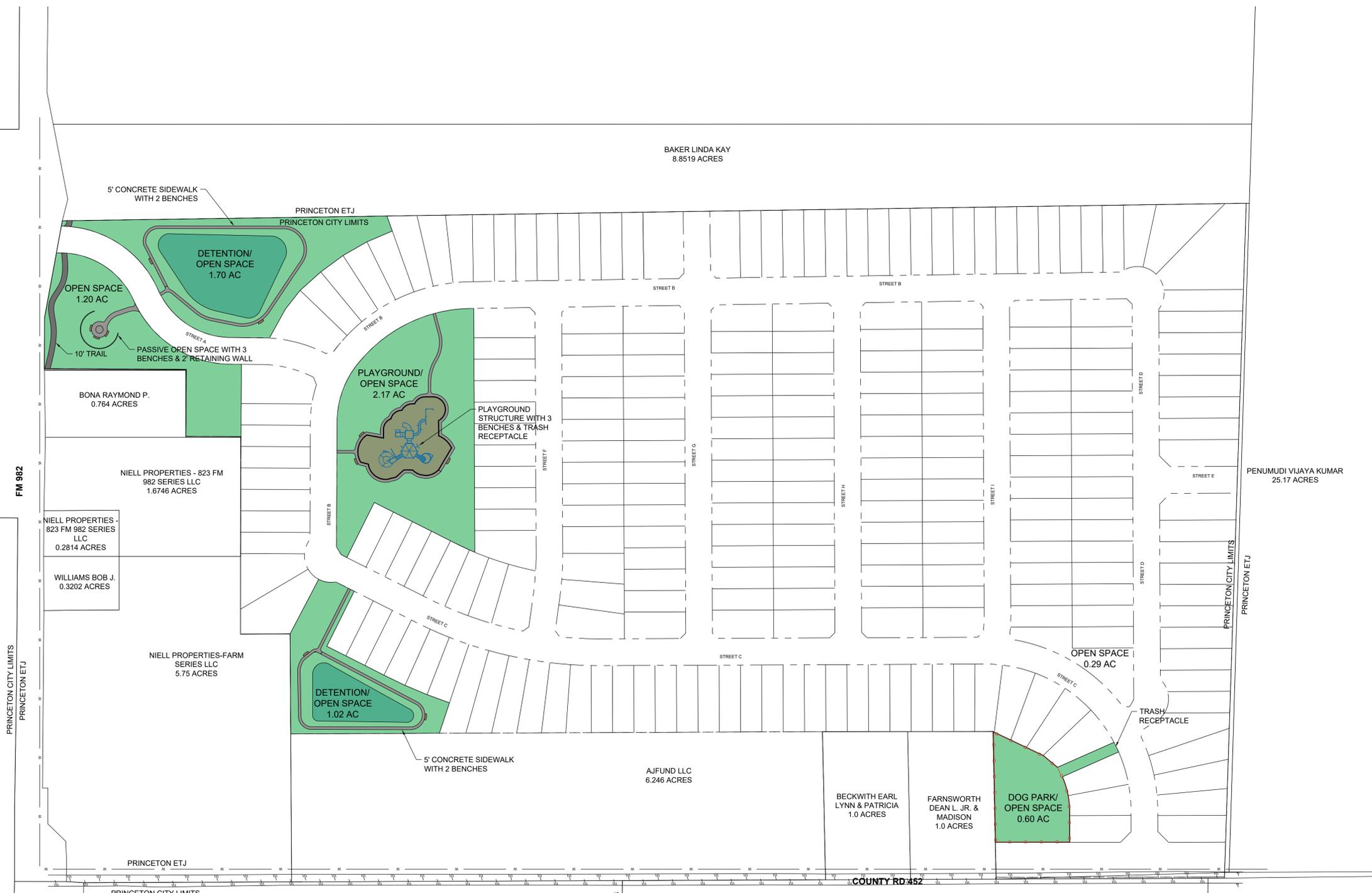


Exhibit "A"



VICINITY MAP
SCALE: 1" = 2,000'



LEGEND

---	PROPERTY LINE
- - - -	PHASE LINE
- - - - 555 - - - -	EXISTING CONTOUR
- - - -	EXISTING SANITARY SEWER
- - - -	EXISTING OVERHEAD ELECTRIC
⊙	EXISTING MANHOLE
U.E.	UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
W.M.E.	WALL MAINTENANCE EASEMENT

NOTE:
ALL OPEN SPACE AREAS SHALL RECEIVE LANDSCAPING
CONSISTING OF TREES, SHRUBS, SOD AND IRRIGATION.

ZONING: PD 21

PARK EXHIBIT
FOR
LAKE MEADOW

249 RESIDENTIAL LOTS / 6 OPEN SPACE LOTS
BEING 46.717 ACRES
OUT OF THE
HARDIN WRIGHT SURVEY, ABSTRACT NO. 957
IN THE
CITY OF PRINCETON, COLLIN COUNTY, TEXAS

LAND USE SUMMARY	
OPEN SPACE	7.16 AC
RESIDENTIAL LOTS/ROW	39.56 AC
TOTAL	46.72 AC
PARK DEDICATION	
REQUIRED PARK DEDICATION (1 AC/ 30 LUE)	8.30 AC
PROVIDED PARK DEDICATION	5.33 AC
REMAINING TO BE PAID CASH-IN-LIEU	2.97 AC/ 89 LUE
DENSITY SUMMARY (UNITS PER ACRE)	
GROSS	5.33

PD - 21 SF-Z MODIFIED AREA & HEIGHT REGULATIONS	
DISTRICT REGULATION	STANDARD
MINIMUM LOT AREA	4,500 SF
MINIMUM LOT WIDTH	40 FT
MINIMUM LOT DEPTH	90 FT
MINIMUM BUILDING SIZE	1,200 SF
MAXIMUM LOT COVERAGE	55%
MAXIMUM HEIGHT	35 FT
MINIMUM FRONT YARD SETBACK	20 FT
MINIMUM SIDE YARD SETBACK	15 FT - STREET SIDE
MINIMUM SIDE YARD SETBACK	5 FT - INTERIOR
MINIMUM REAR YARD SETBACK	15 FT

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC. (OVERALL PRELIMINARY PLAN)
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
 CHECKED BY: KIMLEY-HORN AND ASSOCIATES, INC.
 DATE: 11/15/2020

OWNER: AJFund, LLC 100 N. Central Expressway, Suite 514 Richardson, TX 75080 Contact: Tuan Anh Tran	DEVELOPER: Pulte Group 9111 Cypress Waters Blvd., Suite 100 Coppell, TX 75019 Contact: Jon Pairedis	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MATTHEW R. DUJENWALD, P.E.
DESIGNED: JCC	DRAWN: JCC	CHECKED: MRD
SCALE: AS SHOWN	DATE: January 2020	PROJECT NO: 067705305
E1		

EXHIBIT B



OPINION OF PROBABLE CONSTRUCTION COST LAKE MEADOW - PRINCETON, TEXAS

April 1, 2020

COUNTY ROAD 452 - CIP ROADWAY IMPROVEMENTS

COST DESC:	LAKE MEADOW	LOT CT	
LOCATION:	PRINCETON, TEXAS	NET ACRES	LOTS
		GROSS ACRES	ACRES
JOB NUMBER:	067705305		-
			-

THOROUGHFARE CONSTRUCTION COST (CR 452)				
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
ROADWAY EXCAVATION (2.5 VF/FT)				
	CY	\$3.00	2,667	\$8,000.00
27" RCP	LF	\$65.00	420	\$27,300.00
21" RCP	LF	\$50.00	100	\$5,000.00
10' RECESSED INLET	EA	\$7,000.00	1	\$7,000.00
27" HEADWALL	EA	\$2,500.00	1	\$2,500.00
EROSION CONTROL	LF	\$15.00	400	\$6,000.00
8" REINF. CONCRETE STREET PAVEMENT	SY	\$50.00	1,195	\$59,750.00
7" SUBGRADE PREP	SY	\$3.50	1,279	\$4,475.28
HYDRATED LIME (48#/SY)	TON	\$175.00	10.08	\$1,764.00
6' CONCRETE SIDEWALK	LF	\$34.00	380	\$12,920.00
BARRICADE	EA	\$1,500.00	4	\$6,000.00
BARRIER FREE RAMP	EA	\$1,400.00	2	\$2,800.00
STREET LIGHTS	EA	\$10,000.00	2	\$20,000.00
STREET SIGNAGE	LS	\$3,000.00	1	\$3,000.00
STRIPING	LF	\$3.00	600	\$1,800.00
TESTING (GEOTECH)	SY	\$1.00	1,279	\$1,278.65
TESTING (GEOTECH)	LF	\$1.50	520	\$780.00
BONDS (PAYMENT, PERFORMANCE & MAINTENANCE)	PERCENT	2.0%	168,309	\$3,366.19
INSPECTION FEE	PERCENT	3.0%	168,309	\$5,049.28
ENGINEERING & SURVEYING (10%)	PERCENT	10.0%	168,309	\$16,830.93
CONTINGENCY (10%)	PERCENT	10.0%	168,309	\$16,830.93
SUB - COUNTY ROAD 452				\$212,445.24

EXHIBIT C

BAKER LINDA KEY
8.85 AC

LAKE MEADOW
AJFUND LLC
46.7 AC

VIJAYA KUMAR PENUMUDI
25.17 AC

NIELL PROPERTIES-FARM SERIES
LLC
5.75 AC

SOUTH LOOP CENTER, LLC
14.22 ACRES

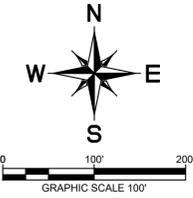
PENMASTA VARMA &
SIREESHA
50.35 AC

JSON
FREDRICK J
0.46 AC

MARRISON
JOHNNY
0.47 AC

CALDWELL
DURRIE LEE
0.24 AC

CALDWELL
DURRIE LEE
8.65 AC



FM 982

FM 982

MYRICK LANE

15" SEWER LINE

10" SEWER LINE

CIP SEWER LINE

COUNTY ROAD 452

COUNTY ROAD 452
ROADWAY
IMPROVEMENTS

EXHIBIT D



OPINION OF PROBABLE CONSTRUCTION COST LAKE MEADOW - PRINCETON, TEXAS

April 1, 2020

Lake Meadow - 15" & 10" Sewer Extension

PROJECT:	LAKE MEADOW	LOT CT		
LOCATION:	PRINCETON, TEXAS	NET ACRES	LOTS	ACRES
JOB NUMBER:	067705305	GROSS ACRES	-	-

OFFSITE SANITARY SEWER SYSTEM				
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
10" SDR-26 PVC PIPE (16'-20' DEPTH)				
	LF	\$ 65.00	565	\$ 36,725.00
15" SDR-26 PVC PIPE (16'-20' DEPTH)				
	LF	\$ 95.00	410	\$ 38,950.00
4' DIAMETER MANHOLE				
	EA	\$ 4,500.00	2	\$ 9,000.00
4' MANHOLE - ADDITIONAL MANHOLE DEPTH (> 8' DEEP)				
	VF	\$ 350.00	11.5	\$ 4,025.00
SEED & RESTORATION				
	LS	\$ 1,500.00	1	\$ 1,500.00
VACUUM TESTING				
	LF	\$ 1.00	565	\$ 565.00
TRENCH SAFETY				
	LF	\$ 1.00	565	\$ 565.00
TESTING (EXCLUDING GEOTECH)				
	LF	\$ 1.50	565	\$ 847.50
TESTING (GEOTECH)				
	LF	\$ 1.25	565	\$ 706.25
BONDS (PAYMENT, PERFORMANCE & MAINTENANCE)				
	PERCENT	2.0%	91,330	\$ 1,826.60
INSPECTION FEE				
	PERCENT	3.0%	91,330	\$ 2,739.90
ENGINEERING (10%)				
	PERCENT	10.0%	91,330	\$ 9,133.00
CONTINGENCY (10%)				
	PERCENT	10.0%	91,330	\$ 9,133.00
SUB - OFFSITE SANITARY SEWER SYSTEM				\$115,716.25

EXHIBIT E

LAKEWOOD MEADOW IMPACT FEE CREDIT CALCULATION

Impact Fee Calculation

	IMPACT FEE PER UNIT	SERVICE UNITS	TOTAL IMPACT FEE
SANITARY SEWER	\$1,551.00	249	\$386,199.00
THOROUGHFARE	\$2,987.78	249	\$743,955.98

Estimate Construction Cost / Land Dedication

SANITARY SEWER	\$115,716.25
THOROUGHFARE	
Construction Cost	\$212,445.24
Land Dedication	\$24,485.00
<i>SUBTOTAL THOROUGHFARE</i>	\$236,930.24



Impact Fee Credit Calculation

	TOTAL IMPACT FEES	IMPACT FEE CREDITS	IMPACT FEE CREDIT FROM MYRICK SS AGREEMENT	NET IMPACT FEE REMAINING
SANITARY SEWER	\$386,199.00	\$115,716.25	\$171,752.02	\$98,730.73
THOROUGHFARE	\$743,955.98	\$236,930.24		\$507,025.73

MYRICK LANE SANITARY SEWER AGREEMENT

The Myrick Lane Sanitary Sewer Agreement (this “Agreement”), is entered into by and among the City of Princeton, Texas, a general law municipality (the “City”), AJFUND LLC, a Texas limited liability company (“Tract 1 Developer”), South Loop Center, LLC, a Texas limited liability company and Bob Tesch Investments, LLC, a Texas limited liability company (collectively “Tract 2 Developer”), LGI Homes-Texas, LLC, a Texas limited liability company (“Tract 3 Developer”), and AJE Group LLC, a Texas limited liability company (“Tract 4 Developer”) (collectively, the “Developers”) (with the City and above-referenced developers sometimes referenced collectively as “Parties” or individually as “Party”) to be effective on the ____ day of _____, 2020 (the “Effective Date”).

The Parties agree to the terms and conditions of this Agreement as set forth below.

1) CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS

- a. The Developers shall construct, at their sole cost and expense, approximately 1,365 linear feet of 15” gravity sanitary sewer line that is necessary to serve the Development, and all necessary appurtenances thereto, as more particularly depicted and labeled “15” SANITARY SEWER LINE” in **Exhibit A** (the “Improvements”). Developers represent the estimated costs of the Improvements are \$598,404.25 (Five hundred ninety-eight thousand four hundred four dollars and twenty five cents), as more particularly described in **Exhibit B** (Opinion of Probable Cost – Myrick Lane 15” Sanitary Sewer). The line shall be designed and constructed in accordance with the City’s applicable design and construction standards and other requirements related to wastewater facilities.
- b. Upon final acceptance of the Improvements, the City agrees to apply wastewater impact fee credits at the time impact fees are due to be paid, based on the actual construction costs of the Improvements as follows:
 - i. Wastewater impact fee credits shall be assigned to the tracts identified below, as described in the respective exhibits identified below (collectively, the “Development Tracts”), based on the following percentages and estimated values:

Tract 1 Developer	(Exhibit C)	– 26.8%	(\$160,105.16)
Tract 2 Developer	(Exhibit C)	– 8.1%	(\$48,504.91)
Tract 3 Developer	(Exhibit C)	– 24.8%	(\$148,452.22)
Tract 4 Developer	(Exhibit C)	– 40.3%	(\$241,341.96)
 - ii. Notwithstanding any provision of this Agreement, there shall be no entitlement to such wastewater impact fee credits until the Developer of the applicable Development Tract submits evidence of said actual construction costs reasonably satisfactory to the City.
 - iii. Notwithstanding any provision of this Agreement, Tract 4 will only be eligible for impact fee credits upon voluntary annexation of the tract into the corporate limits of the City. For purposes of annexation, the Tract 4 Developer shall cause to be

submitted by all property owners of Tract 4 a voluntary irrevocable petition for annexation of Tract 4 to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (the "Annexation Petition"). For such annexation, Tract 4 Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to legally annex Tract 4 into the City's corporate limits. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Tract 4 within sixty (60) days following Tract 4 Developer's submission of the Petition. To the extent that any area within Tract 4 is located outside of the City's ETJ, the Tract 4 Developer shall, pursuant to Section 42.022, Texas Local Government Code, submit a petition requesting that the City's ETJ be expanded to include all of such area and said petition shall be submitted before or simultaneously with the Annexation Petition so that the annexation of Tract 4 may occur in compliance with this paragraph.

- iv. Notwithstanding any other provision of this Agreement, the only source of funding for which the City is obligated to use to reimburse Developer(s) for Developer's obligations under this Agreement are wastewater impact fees to the extent expressly set forth in this Agreement. All other funding for Developer's obligations under this Agreement shall be the sole responsibility of Developer.
- v. Tract 1 Developer represents and warrants that it is the sole owner of Tract 1 as described in **Exhibit C**. Tract 2 Developer represents and warrants that it is the sole owner of Tract 2 as described in **Exhibit C**. Tract 3 Developer represents and warrants that he is the sole owner of Tract 3 as described in **Exhibit C**. Tract 4 Developer represents and warrants that it is the sole owner of Tract 4 as described in **Exhibit C**. The Parties acknowledge and agree that the City is entering into this Agreement in reliance on the representations and warranties made by Developers in this paragraph and would not have entered into this Agreement in the absence of same.
- c. The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide the Development Tracts continuous and adequate wastewater sewer service at times and in amounts sufficient to meet the service demands of the Development Tracts.
- d. The City represents and confirms that the Improvements may be constructed within Myrick Lane Right-of-Way for the portion of the Improvements to be located west of FM 982 ("2nd Street"), as depicted in **Exhibit A**.
- e. At no time shall the City have any control over or charge of any Developer's design, construction or installation of any of the Improvements, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation.

This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

- 2) Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

If to Developer:

Tract 1 Developer

AJFUND, LLC

Attn: Aijun Cheng Tran

100 N. Central Exprw, Ste 514

Richardson, TX 75080-5376

Tract 2 Developer

South Loop Center, LLC & Bob Tesch

Investments, LLC

c/o Bob Tesch Investments, LLC

Attn: Robert Tesch

6950 TPC Dr, Ste 110

McKinney, TX 75070-1333

Tract 3 Developer

LGI Homes-Texas, LLC

Attn: Elaine Torres

1450 Lake Robbins Drive, Suite 430

The Woodlands, TX 77380

Tract 4 Developer

AJE Group, LLC

Attn: Aijun Cheng Tran

100 N. Central Exprw, Ste 514

Richardson, TX 75080-5376

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

- 3) Unless in conflict with the terms and provisions of this Agreement, all actions taken by the Developers relating to this Agreement shall be in compliance with City Regulations. This Agreement shall prevail over conflicting provisions of City regulations to the extent of any conflict with such City Regulations. For the purposes of this Agreement "City Regulations" means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances design and other policies duly adopted by the City; provided, however, that as it relates to public improvements for any given phase of the Development, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an

application for a preliminary plat applicable to that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. For purposes of this Agreement "City Code" shall mean the Code of Ordinances of the, City of Princeton, Texas.

- 4) **INDEMNIFICATION and HOLD HARMLESS.** EACH DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENT ACTS OR OTHER WRONGFUL CONDUCT OF SUCH DEVELOPER, INCLUDING THE NEGLIGENT ACTS OF SUCH DEVELOPER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR THE IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE DEVELOPERS SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NOR BE REQUIRED DEFEND, HOLD HARMLESS OR INDEMNIFY ANY OF THE RELEASED PARTIES FOR ANY CLAIMS ARISING FROM OR RELATING TO ANY ALLEGED NEGLIGENT OR DEFECTIVE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS AFTER THE DATE OF THE CITY'S FINAL ACCEPTANCE OF SAME. EFFECTIVE UPON THE CITY'S FINAL ACCEPTANCE OF ANY IMPROVEMENT, EACH DEVELOPER SHALL BE DEEMED TO HAVE ASSIGNED TO THE CITY ALL GUARANTIES AND/OR WARRANTIES RELATING TO THE DESIGN AND/OR CONSTRUCTION OF SUCH IMPROVEMENT, WHETHER EXPRESS OR IMPLIED, PROVIDED TO DEVELOPERS BY ANY ENGINEER OR CONTRACTOR. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY DEVELOPER AND THE CITY, INDEMNITY OBLIGATION OF SUCH DEVELOPER WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. EACH DEVELOPER, INCLUDING ITS SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING TO HAVE HELD AN OWNERSHIP INTEREST IN ANY OF SUCH DEVELOPER'S DEVELOPMENT TRACTS ON THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON SUCH DEVELOPER'S

REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF SUCH DEVELOPER'S DEVELOPMENT TRACT; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO SUCH DEVELOPER'S DEVELOPMENT TRACT.

- 5) This Agreement supersedes all prior oral and written agreements between the Parties relating to its subject matter. To the extent that any other agreement between the Parties conflicts with this Agreement then this Agreement shall govern to the extent of the conflict as pertains to the subject matter of this Agreement. This Agreement may only be modified in writing signed by all Parties.
- 6) In the event that any dispute arises regarding this Agreement, the Parties agree that it shall be interpreted and enforced in accordance with Texas law, with exclusive venue in the courts of Collin County, Texas. Any Party who believes the other to be in breach of any term of this Agreement shall provide written notice detailing the nature of the alleged breach and allowing no less than 30 calendar days' opportunity to cure.
- 7) No Party shall receive any preferential interpretation of terms in this Agreement on the basis of relative participation in its drafting or otherwise.
- 8) No third-party beneficiaries are intended to be created by the Parties, and none should be implied from any term contained herein.
- 9) 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, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 10) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 11) Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be

temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

- 12) This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- 13) This Agreement and all amendments thereto and assignments hereof shall be recorded in the Collin County Real Property Records. This Agreement binds and constitutes a covenant running with the land that constitutes the Development Tracts and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Development Tracts as applicable. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns and upon the Development Tracts.
- 14) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties and the successor owner of each Development Tract. The obligations, requirements, or covenants to develop the Development Tracts subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of a Developer, or any lien holder on the Development Tracts, without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Development Tracts shall not be assigned, in whole or in part, by a Developer to a non-affiliate or non-related entity of a Developer (other than a successor owner of a Development Tract) without the prior written consent of the City Manager, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing and executed by a Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by a Developer shall release that Developer from any liability that resulted from an act or omission by that Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Each Developer shall maintain written records of all assignments made by such Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Development Tracts.

- 15) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.
- 16) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.
- 17) 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.

[Remainder of page left blank; signature pages to follow]

Tract 1 Developer:

AJFUND, LLC, a Texas limited liability company,

By: _____
Aijun Cheng, its Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned notary public, on the ____ day of _____, 2020, personally appeared _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity as Manager of AJFund, LLC, a Texas limited liability company.

Notary Public, State of Texas

Tract 2 Developer:

SOUTH LOOP CENTER, LLC, a Texas limited liability company, and BOB TESCH INVESTMENTS, LLC, a Texas limited liability company,

By its Manager: **BOB TESCH INVESTMENTS, LLC, a Texas limited liability company**

By its Manager: _____
Robert E. Tesch

IN WITNESS WHEREOF:

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned notary public, on the ____ day of _____, 2020, personally appeared Robert E. Tesch, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity as Manager of Bob Tesch Investments, LLC, a Texas limited liability company, and on behalf of said company in its capacity of Manager of South Loop Center, LLC, a Texas limited liability company and on behalf of said company.

Notary Public, State of Texas

Tract 3 Developer:

LGI Homes-Texas, a Texas limited liability company,

By: _____
Elaine Torres

IN WITNESS WHEREOF:

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned notary public, on the ____ day of _____, 2020, personally appeared Elaine Torres, a natural person known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity on behalf of LGI Homes-Texas, LLC, a Texas Limited Liability Company.

Notary Public, State of Texas

Tract 4 Developer:

AJE GROUP, LLC, a Texas limited liability company,

By: _____
Aijun Cheng, its Director

IN WITNESS WHEREOF:

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned notary public, on the ____ day of _____, 2020, personally appeared Aijun Cheng known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity as Director of AJE GROUP, LLC, a Texas limited liability company and on behalf of said company.

Notary Public, State of Texas

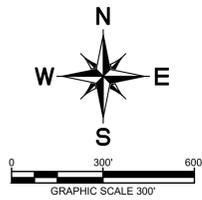
CITY OF PRINCETON

By: _____
Derek Borg, City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2020 personally appeared Derek Borg, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as City Manager of the City of Princeton and on behalf of the City of Princeton.

Notary Public, State of Texas



15" SANITARY SEWER LINE

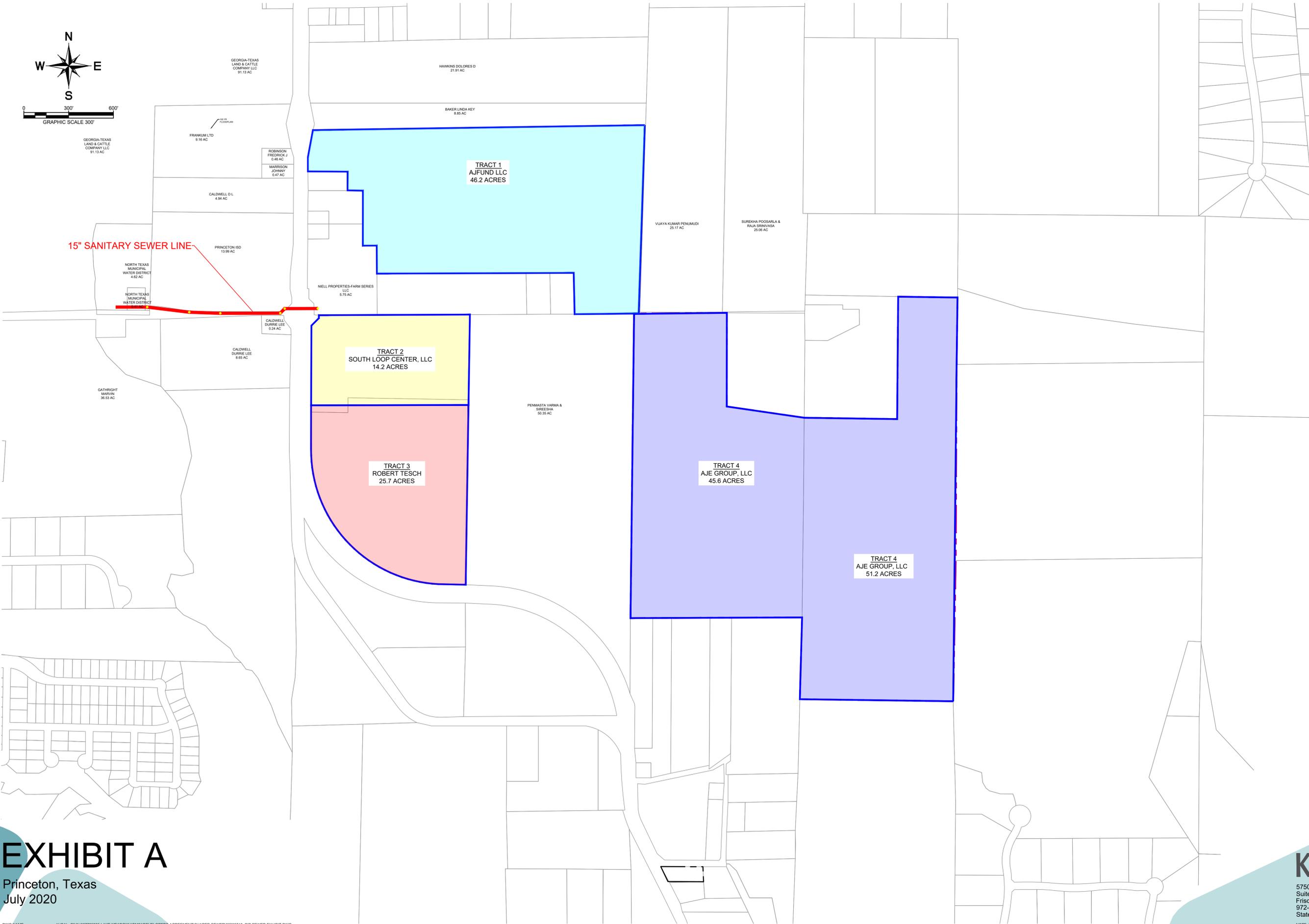


EXHIBIT A

Princeton, Texas
July 2020

DWG NAME: K:\DAL_CIVIL\067705305-LAKE MEADOW\ADMIN\DEVELOPERS AGREEMENT\SHARED SEWER\20200713_CIP SEWER EXHIBIT.DWG
LAST SAVED: 7/13/2020 2:54 PM

Kimley»Horn

5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

EXHIBIT B



OPINION OF PROBABLE CONSTRUCTION COST
MYRICK LANE 15" SANITARY SEWER - PRINCETON, TEXAS

April 1, 2020

SANITARY SEWER SYSTEM				
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
15" SDR-35 PVC PIPE (0' - 8' DEPTH)	LF	\$ 80.00	-	\$ -
15" SDR-35 PVC PIPE (8' - 12' DEPTH)	LF	\$ 85.00	665	\$ 56,525.00
15" SDR-26 PVC PIPE (16' - 20' DEPTH)	LF	\$ 95.00	400	\$ 38,000.00
15" SDR-26 PVC PIPE (24' - 28' DEEP)	LF	\$ 100.00	300	\$ 30,000.00
24" STEEL CASING PIPE	LF	\$ 900.00	120	\$ 108,000.00
4' DIAMETER MANHOLE	EA	\$ 4,500.00	1	\$ 4,500.00
5' DIAMETER MANHOLE	EA	\$ 5,500.00	6	\$ 33,000.00
CONNECT TO EXISTING MH	EA	\$ 2,500.00	1	\$ 2,500.00
CEMENT STABILIZED SAND	LF	\$ 40.00	80	\$ 3,200.00
4' MANHOLE - ADDITIONAL MANHOLE DEPTH (> 8' DEEP)	VF	\$ 350.00	57.9	\$ 20,265.00
5' MANHOLE - ADDITIONAL MANHOLE DEPTH (> 8' DEEP)	VF	\$ 450.00	24.9	\$ 11,205.00
REMOVE EX. 8' SEWER LINE	LF	\$ 40.00	580	\$ 23,200.00
BYPASS PUMPING	LS	\$ 25,000.00	1	\$ 25,000.00
REMOVE & REPLACE EX. DRIVEWAYS	SY	\$ 40.00	669	\$ 26,760.00
SEED & RESTORATION	LS	\$ 6,000.00	1	\$ 6,000.00
FRANCHISE RELOCATION ALLOWANCE	LS	\$ 50,000.00	1	\$ 50,000.00
TRAFFIC CONTROL	LS	\$ 5,000.00	1	\$ 5,000.00
VACUUM TESTING	LF	\$ 1.00	1,365	\$ 1,365.00
TRENCH SAFETY	LF	\$ 1.00	1,365	\$ 1,365.00
TESTING (EXCLUDING GEOTECH)	LF	\$ 1.50	1,365	\$ 2,047.50
TESTING (GEOTECH)	LF	\$ 1.25	1,365	\$ 1,706.25
SUBSURFACE UTILITY ENGINEERING	LS	15,000	1	\$ 15,000.00
BONDS (PAYMENT, PERFORMANCE & MAINTENANCE)	PERCENT	2.0%	445,885	\$ 8,917.70
INSPECTION FEE	PERCENT	3.0%	445,885	\$ 13,376.55
ENGINEERING (10%)	PERCENT	10.0%	445,885	\$ 44,588.50
CONTINGENCY (15%)	PERCENT	15.0%	445,885	\$ 66,882.75
SANITARY SEWER SYSTEM				\$598,404.25

EXHIBIT C

MYRICK LANE - 15" SANITARY SEWER IMPACT FEE CALCULATION

	WASTEWATER IMPACT FEE PER SERVICE UNIT	SERVICE UNITS	TOTAL IMPACT FEE
AJFUND LLC (TRACT 1)	\$ 1,551.00	249	\$ 386,199.00
SOUTH LOOP / TESCH (TRACT 2)	\$ 1,551.00	26	\$ 40,326.00
LGI (TRACT 3)	\$ 1,551.00	122	\$ 189,222.00
AJE GROUP / AJDEV LLC (Tract 4)	\$ 1,551.00	690	\$ 1,070,190.00
		1087	\$ 1,685,937.00

IMPACT FEE ANALYSIS (TOTAL FLOW CONTRIBUTION)

	WASTEWATER IMPACT FEE PER SERVICE UNIT	TOTAL FLOW (MGD)	TOTAL IMPACT FEE CREDIT	PRO RATA (TOTAL FLOW)	TOTAL CONSTRUCTION COST	NET IMPACT FEE REMAINING
AJFUND LLC (TRACT 1)	\$ 1,551.00	0.676	\$ 386,199.00	26.76%	\$160,105.16	\$226,093.84
SOUTH LOOP / TESCH (TRACT 2)	\$ 1,551.00	0.067	\$ 40,326.00	8.11%	\$ 48,504.91	\$ (8,178.91)
LGI (TRACT 3)	\$ 1,551.00	0.489	\$ 189,222.00	24.81%	\$ 148,452.22	\$ 40,769.78
AJE GROUP / AJDEV LLC (Tract 4)	\$ 1,551.00	1.019	\$ 1,070,190.00	40.33%	\$ 241,341.96	\$ 828,848.04
TOTAL		2.251	\$ 1,685,937.00	100.00%	\$ 598,404.25	\$ 1,087,532.75

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Princeton, Texas, a general-law municipality (the "City") and Elizabeth Ann Pierce Wuermsler by and through her attorney in fact, Ann McKinley, (collectively "Owner").

RECITALS

WHEREAS, Owner owns real property consisting of approximately 53.003 acres and described in the attached **Exhibit A** (the "Property") and depicted in the attached **Exhibit B**; and

WHEREAS, as of the date of this Agreement, the Owner intends to and has a contract to sell all of the Property to M/I Homes of DFW, LLC ("Developer") and intends to assign all of its rights and obligations in this Agreement to Developer as of the date of the closing of the sale of the Property to Developer, and

WHEREAS, the Property is located wholly within the City's extraterritorial jurisdiction and is adjacent to the City's existing corporate limits; and

WHEREAS, Owner and the City desire to enter into this Agreement to govern development of the Property and other matters related to the Property under Section 212.172 of the Texas Local Government Code; and

WHEREAS, Owner and the City desire to have the Property annexed into the City's corporate boundaries (after the preliminary plat is approved by the City Council), providing the City with greater regulatory powers and controls over the development of the Property as set forth in this Agreement; and

WHEREAS, Owner intends to file a voluntary petition for annexation of the Property within thirty days after the City Council approves the preliminary plat for the Property (the "Annexation Petition Outside Date"). The preliminary plat will be submitted by Owner to the City within 90 days after the Effective Date (defined below); and

WHEREAS, Owner, Developer and the City desire that the Property be developed in accordance with the City's SF-Z Single-Family – Zero Lot Line zoning classification under the rules, requirements, standards, restrictions and limitations set forth in Section 82-14, Code of Ordinances, City of Princeton, Texas, adopted under Zoning Ordinance 2016-01-25-01 and in effect on the Effective Date, as said rules, requirements, standards, restrictions and limitations are modified by this Agreement; and

WHEREAS, the Property is currently undeveloped and the Developer plans to develop and use the Property as a residential subdivision, including but not limited to, all public improvements necessary to serve the Property containing up to 160 lots,

approximately 6 acres of open space, a trail system, a playground, a picnic area and associated right of way and open space landscaping (collectively, the "Project"); and

WHEREAS, a proposed concept plan of the Project on the Property is attached hereto as **Exhibit C**, which sets forth the conceptual layout for streets, lots, amenities, open space areas, and other development aspects planned for development of the Property; and

WHEREAS, the Owner and Developer and the City desire to share in the cost of certain Offsite Roadway Improvements as defined in this Agreement and in the proportions stated in this Agreement; and

WHEREAS, the City has more than \$853,566.80 in a segregated account restricted for the purpose of funding the City's share of the costs associated with the Offsite Roadway Improvements; and

WHEREAS, the City further desire that the Property be developed in accordance with the Development Standards set forth in the attached **Exhibit D**; and

WHEREAS, the estimated cost of the Offsite Roadway Improvements is \$1,331,611.60 as set forth in the attached **Exhibit E**; and

WHEREAS, the Developer will be responsible for funding the first \$478,044.80 of expenses relating to the Offsite Roadway Improvements, being the product of 160 multiplied by the roadway impact fee amount per residential lot in the City as of the date of this Agreement (the "Owner's Maximum Contribution"), and the City will be responsible for the balance of the expenses relating to the Offsite Roadway Improvements and will fund those expenses periodically in accordance with this Agreement; and

WHEREAS, the Offsite Roadway Improvements shall extend from the eastern street entrance of the Project from existing College Street and connect said entrance to the right of way now under construction called Beauchamp Blvd over land exclusively owned by the City in the alignment set forth in the attached **Exhibit F**; and

WHEREAS, the Owner and the City desire to establish the requirements and rights applicable to the Project with respect to, among other things, (i) City participation in reimbursing Owner for the expenses arising out of the design and construction of Offsite Roadway Improvements over and above the owner's Maximum Contribution amount, (ii) impact fees, (iii) parkland dedication, and (iv) park development fees;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the City and Owner agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement (the "Effective Date") shall be the date that the last of the following events have occurred: (1) City Council of the City of Princeton,

Texas has approved and adopted this Agreement and the Mayor has duly executed this Agreement; and (2) Owner has duly executed this Agreement.

Section 2. Term and Termination.

The term of this Agreement shall commence on the Effective Date and shall terminate 15 years following the Effective Date, unless the Developer fails to close the Property by August 30, 2021 in which case this Agreement shall be null and void and no Party shall have any rights or obligations hereunder.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

“Annexation Petition” means the petition that Owner must submit to the City to have the Property annexed into the City’s corporate limits substantially in the form set forth in **Exhibit G**.

“Certificate of Occupancy” means one or more documents issued by the City and entitled "Certificate of Occupancy" which allow full occupancy of a completed building.

“City Code” means the Code of Ordinances, City of Princeton, Texas.

“City Council” means the governing body of the City of Princeton, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform codes, and other City regulations and policies, including but not limited to the Zoning Ordinance and the Development Standards set forth in **Exhibit D**.

“Development Standards” mean those standards set forth in **Exhibit D**, which said standards shall be applicable to the Property and enforceable under this Agreement as relates to development of the Property regardless of whether any of said standards would be enforceable by the City in the absence of this Agreement.

“Estimated Roadway Cost” means the estimated total cost of \$1,331,611.60 for the Offsite Roadway Improvements as shown in the estimated cost breakdown in the attached **Exhibit E**.

“Reimbursement Amount(s)” shall be the actual costs paid by the Owner for the design and construction of the Offsite Roadway Improvements and related professional services (including but not limited to, engineering, geotechnical, and environmental) and infrastructure construction (including, but not limited to, right of way excavation, subgrade preparation, installation of drainage facilities, paving, signage, striping, electrical facility installation, traffic safety control measures, and street lights) and other expenses related to the Offsite Roadway Improvements.

“Offsite Roadway Improvements” mean the 37’ wide concrete street to be constructed by the subcontractor(s) selected by Developer, which shall extend from the eastern street entrance of the Project and connect said entrance to Beauchamp Blvd in the alignment set forth in the attached **Exhibit F**, which includes all associated drainage improvements, all associated engineering expenses including but not limited to constructions drawings and soils testing, relocations of existing utilities related to such improvements, stormwater BMPs and other erosion control, traffic control expenses, and any landscaping and irrigation expenses, and all other required expenses incurred to build the roadway and drainage improvements, as described in the attached preliminary opinion of probable cost (“OPC”) prepared by LJA engineers in September of 2020.

“Parties” mean the City and Owner, and where applicable, the Developer.

“Party” means either the City or the Owner or the Developer.

“Preliminary Plat” means the preliminary plat submitted by the Owner or Developer to the City.

“Trail System, Playground and Picnic Area Improvements” means the trail system, a playground intended for use of children under the age of 12, a picnic area, and landscaping required to be constructed by Developer as generally depicted in the attached **Exhibit C**.

“Zoning Application” means Owner or Developer’s submittal of an application to the City to have the Property zoned as a planned development consistent with this Agreement, with a base zoning district of SF-Z Single-Family – Zero Lot Line of the City Code.

“Zoning Ordinance” means Zoning Ordinance 2016-01-25-01 in effect on the Effective Date.

Section 4. Project Development.

4.01. Development, Generally. The Project is permitted to be developed on the Property in accordance with the terms of this Agreement. The Project shall be generally consistent with the concept plan attached hereto as **Exhibit C**.

4.02 Annexation Petition. Owner shall submit the Annexation Petition within 30 days after the date the City approves the Preliminary Plat. Owner and Developer shall cooperate with the City to complete the annexation promptly and correctly as contemplated in this Agreement.

4.03. Zoning.

(a) Owner shall submit the Zoning Application within 30 days after the date that annexation of the Property has been completed. All aspects of the Project and any other permitted development of the Property shall be in compliance with this Agreement

and the City Regulations, including without limitation the use of the Property being exclusively limited to single family use and other uses permitted by the SF-Z Single-Family – Zero Lot Line land use category of the City Code, as modified herein. The Parties acknowledge and agree that zoning of the Property is a legislative act and that this Agreement does not bind the City Council to zone the Property. The Parties further agree that the Property may be developed in accordance with this Agreement notwithstanding any zoning of the Property that conflicts with the terms of this Agreement. Development and use of the Property shall be enforceable under Texas Local Government Code § 212.172 regardless of whether the City ever formally zones the Property.

(b) Modification to Base Zoning. Notwithstanding any provision of this Agreement or any City Regulations, the standards contained in Exhibit D attached hereto shall apply to all lots within the Project.

4.04 Sanitary Sewer Facilities, Impact Fees, Prospective Condemnation.

(a) Developer shall cause the funding and construction in a good and workmanlike manner of all sanitary sewer improvements required to serve the Property. Owner is not required to oversize any of the sanitary sewer improvements required to serve the Property. Prior to the recordation of the final plat for any phase of the Project, Developer shall complete in a good and workmanlike manner construction of the sanitary sewer improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the said sanitary sewer improvements.

(b) Sanitary sewer impact fees shall be collected for each lot that will be served by the City's sanitary sewer system at a per lot rate that shall be the lesser of \$1,551 per lot or the rate in effect at the time of application for a building permit for any given lot. Sanitary sewer impact fees shall be due at the time of building permit application for residential dwelling(s).

(c) While Owner and Developer do not anticipate it to be necessary, if Owner and/or Developer cannot successfully acquire a sanitary sewer easement after using commercially reasonable efforts over one of three adjacent land parcels described as (i) Lot 37, Block G, Creekview Addition which is owned by Creekview Princeton Homeowners Association, (ii) Lot 3, Block 1 (Replat) of Wendy's Addition owned by JL Princeton 1332, LLC, and (iii) unplatted 11 acres of land, more or less, owned by Bobby Thompson; the City agrees to assist Developer in facilitating the acquisition of said easement, at no expense to City, including, if necessary, commencing eminent domain proceedings of said easement area, in order to connect the gravity sanitary sewer line servicing the Project to the existing gravity sanitary sewer main in accordance with this Agreement. The City agrees to take reasonable steps to secure the easement (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually 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 initiation 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 eminent domain proceedings so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section 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.

4.05 Water Facilities, Impact Fees.

(a) Developer shall cause the funding and construction in a good and workmanlike manner of all water improvements required to serve the Property. Owner is not required to oversize any of the water improvements required to serve the Property. Prior to the recordation of the final plat for any phase of the Project, Developer shall complete in a good and workmanlike manner construction of the water improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the said water improvements.

(b) Water impact fees shall be collected for each lot that will be served by the City's water system at a per lot rate that shall be the lesser of \$1,692 per lot or the rate in effect at the time of application for a building permit for any given lot. Water impact fees shall be due at the time of building permit application for residential dwelling(s).

(c) Water impact fees shall not be collected for any areas that Owner permanently dedicates to the City as open space or park land.

4.06 Roadway Facilities, Offsite Roadway Improvements, Impact Fees.

(a) Developer shall cause the construction of all roadway improvements required to serve the Property in a good and workmanlike manner.

(b) The dollar amount of roadway impact fees applicable to the Project shall be zero (\$0). In other words, in consideration of the Developer's funding and construction of a portion of the Offsite Roadway Improvement, no roadway impact fees are required to be paid on this Project.

(c) Developer shall cause the funding up to its Owner's Maximum Contribution (and subsequent funding thereafter subject to the reimbursement by the City as provided in 4.06 (d) below) and cause the construction of the Offsite Roadway Improvements in a good and workmanlike manner, which shall conform in all respects to applicable City Regulations and construction plans submitted to the City and approved by the City's engineer or other person designated by the City. Upon completion of the Offsite Roadway Improvements, Developer shall dedicate the Improvements to the City. The City

will not be required to issue an acceptance letter for the Offsite Roadway Improvements until the City inspects same and determines that said improvements conform in all respects to applicable City Regulations and construction plans submitted to the City and approved by the City's engineer or other person designated by the City (the "Offsite Roadway Improvement Acceptance Date"), provided however, the City agrees to not unreasonably withhold, condition or delay said acceptance letter upon completion of the Improvements.

(d) After Developer has incurred and paid Owner's Maximum Contribution (\$478,044.80) in actual third party expenses relating to the Offsite Roadway Improvements, the City agrees to reimburse Developer's monthly progress payments to the Contractor(s) in a timely manner as set out herein. The payment of the Offsite Roadway Improvements by the City shall be due within fifteen (15) days after Developer submits proof of a payment to third party subcontractor(s) along with the Project engineer's and City engineer's certification that the improvements were in fact completed as stated in the payment application according to the percentage of progress made as of the date of the bill. It is anticipated that the subcontractor(s) will bill Developer on a monthly basis for work completed up to the date of the bill by said subcontractor(s), and Developer will pay the full amount stated on a monthly basis (provided the work has in fact been completed), less a retainage of 10% of the amount in the payment application (until such time as the improvements are 100% completed and accepted by the City, when said retainage will be released to the respective subcontractor.)

(e) City hereby grants a nonexclusive license to Developer and its agents and subcontractors over the City's property and/or right of way where the Offsite Roadway Improvements are to be located, along with a 50' area on either side of said area, which license will commence upon City's approval of the construction plans for the Offsite Roadway Improvements, and terminate upon City acceptance of the Offsite Roadway Improvements.

(f) After completion of the offsite Roadway Improvements, the City will not unreasonably withhold, condition, or delay the issuance of an acceptance letter to Owner and Developer.

4.07 Drainage/Detention Infrastructure. Developer shall cause the funding and construction in a good and workmanlike manner of all of the onsite drainage/detention infrastructure required to serve the Property. Prior to the recordation of the final plat for any phase of the Project, Developer shall complete in a good and workmanlike manner construction of the onsite drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage improvements for the Property.

4.08 Screening, Landscaping, and Entryways. Developer shall cause the funding and construction, in a good and workmanlike manner, of standard screening, landscaping and entryway improvements in accordance with City Regulations. Said improvements shall thereafter be maintained in good appearance and repair by the HOA. These screening, landscaping and entryway improvements will not be conditions to City acceptance of, and recording of, the final plat, and this will be noted on the face of the final plat as a plat

note. Prior to the expiration of 180 days after the first building permit is issued for the current phase, Developer shall have caused the completion of the standard screening, landscaping and entryway improvements required for such phase in a good and workmanlike manner, otherwise, the City may choose to withhold any building permit or certificate of occupancy for a lot or residence located within the Property until these improvements are substantially completed, however, the City may not unreasonably withhold, condition, or delay a building permit or certificate of occupancy if the screening, landscaping, and entryways are substantially completed.

4.09 Mandatory Homeowners Association. The Developer shall create a mandatory homeowner association (“HOA”), which HOA shall be required to levy and collect from home owners assessments in a cumulative amount equal to or greater than the expenses of maintaining the improvements not dedicated to the City that are located in the common areas of the Project, including the Trail System, Playground and Picnic Area Improvements listed in Section 4.10, and screening, landscaping, entryway improvements, raised medians and internal right-of-way landscaping within the Project (collectively, the “HOA Maintenance Obligations”).

4.10 Trail System, Playground and Picnic Area Improvements. Developer shall cause the funding and construction in a good and workmanlike manner of the Trail System, Playground and Picnic Area Improvements in accordance with City Regulations. Said improvements shall thereafter be maintained in good appearance and repair by the HOA as part of the HOA Maintenance Obligations. Developer shall complete in a good and workmanlike manner construction of the portion(s) of Trail System, Playground and Picnic Area Improvements required for such phase on or before 180 days after the City issues the initial building permit within the phase (the “Outside Completion Date”). These requirements will not be a condition to acceptance of, and recording of, the final plat. The City may choose to withhold any building permit or certificate of occupancy for a lot or residence located within the Property until the improvements required under this Section 4.10 are substantially completed, however, the City may not unreasonably withhold, condition, or delay a building permit or certificate of occupancy if the screening, landscaping, and entryways are substantially completed.

4.11 Parkland Dedication. Owner shall have the right, but not the obligation, to dedicate any contiguous open space larger than 10,000 square feet to the City for the use of public parkland. In the event such dedication is made and accepted by the City, water impact fees shall not be collected for any areas that Owner permanently dedicates to the City as open space or park land consistent with Section 4.05 (c) above.

4.12 Park Development Fees. Park Development Fees to be collected from Owner shall be the lesser of (i) of \$1,539.63 per single-family dwelling or (ii) the current Park Development Fee charged by the City per ordinance at the time of building permit application. Park Development Fee shall be due at the time of building permit application for residential dwelling(s).

4.13 Certain Building Permits. Notwithstanding Section 4.06(c) or any other provision of this Agreement, Developer shall be granted ten (10) building permits prior to City acceptance of public infrastructure for the purpose of a model and initial inventory homes.

Early building permits shall be granted once paved access and street signs are installed, and sufficient water flow to suppress a fire is available.

4.14 City Regulations. Owner and Developer acknowledge and agree that the Project and development of the Property must comply with all applicable City Regulations, including without limitation the payment of all applicable fees related to the Project (except as expressly set forth in this Agreement), which shall be enforceable under this Agreement. In the event of any conflict between any applicable City Regulation(s) and the term(s) of this Agreement, this Agreement shall control.

14.15 Performance Bond, Payment Bond and Other Security. Developer shall include in every contract with a subcontractor that will work on any of the public improvements a clause that requires the subcontractor to execute or cause to be executed one or more valid payment and performance bonds naming the City as an obligee for the construction, work and materials necessary to complete such public improvements. Said bonds may be dual obligee bonds. Developer shall further execute or cause to be executed a valid maintenance bond in accordance with applicable City subdivision regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the public improvements, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the public improvements constructed under any such contract(s).

4.16 Dedication and Acceptance. The City shall not be deemed to have accepted any public improvement, parkland, open space or other improvement or land unless and until the City provides written notice to Developer or Owner (or its Assignee, as defined below) expressly accepting the specific improvement and/or land and such notice must be supplied in accordance with the notice provision of this Agreement.

Section 5. Warranties.

5.01 Owner Warranties. Owner is the sole owner of the Property and has the authority to enter into and perform, and will perform, the terms of this Agreement. Any entity(ies)/individual(s) executing this Agreement on behalf of Owner are duly authorized to execute this Agreement on behalf of Owner.

5.02 City Warranties. The City has the authority to enter into and perform, and will perform, the terms of this Agreement. Any entity(ies)/individual(s) executing this Agreement on behalf of the City are duly authorized to execute this Agreement on behalf of the City.

Section 6. Miscellaneous.

6.01. Compliance with Laws. Owner shall observe and obey all applicable laws, ordinances, regulations, and rules of the federal, state, county, and city governments related to the Project.

6.02. Time Periods. Time is of the essence in the performance of this Agreement.

6.03. Force Majeure. If the City or Owner are prevented, wholly or in part, from fulfilling their respective obligations under this Agreement, by reason of any act of God, pandemic, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, war, riot, civil commotion, insurrection, inclement weather, floods, shortages of labor or materials, strikes, or by reason of circumstances beyond its control, then the obligations of each Party are temporarily suspended during continuation of the force majeure. If either Party's obligation is affected by any of the causes of force majeure, the Party affected shall promptly notify the other Party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon.

6.04. Assignment. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that 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. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. An Assignee is considered an "Owner" and a "Party" for purposes of the obligations, rights, title, and interests assigned to Assignee. The City shall not assign this Agreement.

6.05. 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 30 days after written notice of the alleged failure has been given). 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.

6.06 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, NO DEFAULT UNDER THIS AGREEMENT SHALL: entitle the aggrieved Party to terminate this Agreement; adversely affect or impair the

current or future obligations of the City to provide water or sewer service (whether wholesale or retail) or any other service to any portion of the Property; or entitle the aggrieved Party to seek or recover exemplary damages. The Parties specifically agree that neither Party shall be liable to the other Party for any actual or consequential or incidental damages, direct or indirect, or interest for any act of default under the terms of this Agreement.

6.07. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Owner's default may not be considered an estoppel against the City. It is expressly understood that if at any time Owner is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

6.08 Limitation of Remedies. The Parties specifically agree that neither party shall be liable to the other party for any actual or consequential or incidental damages, direct or indirect, or interest for any act of default under the terms of this Agreement.

6.09 Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in accordance with this provision.

OWNER: Ann McKinley
Attn: Mike McKinley
9201 N. Central Expressway, 4th Floor
Dallas, TX 75231

With a copy to
Shackelford, Bowen, McKinley & Norton, LLP
9201 N. Central Expressway, 4th Floor
Dallas, TX 75231

With a copy to Developer at:
M/I Homes of DFW, LLC
Attn: Land Dept / Kevin Dym
405 State Hwy 121 BYP, Suite A-210
Lewisville, TX 75067

CITY: Attn: City Manager

City of Princeton
123 West Princeton Drive
Princeton, Texas 75407

With a copy to:
Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice is effective upon deposit in the United States mail in the manner provided above.

6.10 Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

- Exhibit A – Legal Description
- Exhibit B – Depiction of the Property
- Exhibit C – Concept Plan
- Exhibit D – Development Standards
- Exhibit E – Estimated Roadway Cost
- Exhibit F – Offsite Roadway Improvement Alignment
- Exhibit G – Form of Annexation Petition

6.11 Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each Party.

6.12 Relationship of Parties. In performing this Agreement, both the City and Owner will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either Party may not be, nor be construed to be, the employees or agents of the other Party for any purpose.

6.13 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

6.14 Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose.

6.15 Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; venue for any legal action related to this Agreement is in Collin County, Texas.

6.16 Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

6.17 Sole Agreement. This Agreement constitutes the sole agreement between the City and Owner as relates to the development of the Property. Any other prior agreements, promises, negotiations, or representations related to the development of the Property, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

6.18 Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third Party, other than Developer (but only commencing at such time as Developer purchases the Property from Owner).

6.19 Binding Agreement. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute an encumbrance to title, with respect to any to any end-buyer of a fully developed and improved lot within the Property or any association that owns a fully developed common area lot.

6.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

6.21 Recording. The Parties agree that this Agreement and any memorandum or short form of this Agreement may be recorded, and that this Agreement shall run with the land except as otherwise limited by Section 6.19 above.

6.22 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM OF A VESTED RIGHT ARISING FROM CHAPTERS 43, 211, OR 245, TEXAS LOCAL GOVERNMENT CODE.

6.23 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The

Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES FOLLOW]

EXECUTED BY THE PARTIES:

OWNER:

By: _____
Ann McKinley as Attorney in Fact
for Elizabeth Ann Pierce Wurmser

Date: _____

State of Texas
County of Collin

Before me, on this day personally appeared Ann McKinley as Attorney in Fact on behalf of Elizabeth Ann Pierce Wurmser.

Given under my hand and seal of office this ____ day of _____, 2020.

Notary – State of Texas

DEVELOPER:

M/I Homes of DFW, LLC,
a Delaware limited liability company

By : _____
Chad Tschetter, its President

State of Texas
County of Denton

Before me, on this day personally appeared Chad Tschetter known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of M/I Homes of DFW, LLC.

Given under my hand and seal of office this ____ day of _____, 2020.

Notary – State of Texas

CITY OF PRINCETON, TEXAS

By: _____
Name: John-Mark Caldwell
Title: Mayor
Date: _____

State of Texas
County of Collin

Before me, on this day personally appeared John-Mark Caldwell known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Mayor of the City of Princeton, Texas.

Given under my hand and seal of office this ____ day of _____, 2020.

Notary – State of Texas

Exhibit A
Legal Description of the Property

BEING A 52.467 ACRE TRACT OF LAND SITUATED IN THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957, CITY OF PRINCETON, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 53.003 ACRE TRACT OF LAND CONVEYED TO EDWARD WUERMSER AND WIFE, ELIZABETH ANN WUERMSER, AS RECORDED IN VOLUME 1018, PAGE 609, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 52.467 ACRE TRACT, BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982) AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID WUERMSER TRACT AND THE NORTHEAST CORNER OF A CALLED 14.319 ACRE TRACT OF LAND CONVEYED TO YUHUA QIU AND SPOUSE, FANGLIN WEI, AS RECORDED IN COUNTY CLERK'S FILE NO. 20150911001157520, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE APPARANT PRESCRIPTIVE SOUTH RIGHT-OF-WAY LINE OF WEST COLLEGE STREET;

THENCE, NORTH 87 DEGREES 31 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID WUERMSER TRACT AND SAID APPARANT PRESCRIPTIVE SOUTH RIGHT-OF-WAY LINE OF WEST COLLEGE STREET, A DISTANCE OF 912.33 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID WUERMSER TRACT AND THE NORTHWEST CORNER OF A CALLED 10.986 ACRE TRACT OF LAND CONVEYED TO IMAD SAAD AND MOHAMMAD RABAH, AS RECORDED IN COUNTY CLERK'S FILE NO. 20161007001360760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE EAST LINE OF SAID WUERMSER TRACT, THE WEST LINE OF SAID 10.986 ACRE TRACT AND SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST, A DISTANCE OF 384.13 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 56 MINUTES 43 SECONDS EAST, A DISTANCE OF 499.81 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 50.72 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 46 MINUTES 02 SECONDS EAST, ALONG THE WEST LINE OF KINGSBRIDGE ADDITION, AN ADDITION TO THE CITY OF PRINCETON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20191119010005000, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 218.03 FEET TO A POINT FOR CORNER;

THENCE, CONTINUING ALONG SAID EAST LINE OF WUERMSER TRACT, SAID WEST LINE OF KINGSBRIDGE ADDITION AND SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 05 DEGREES 31 MINUTES 39 SECONDS EAST, A DISTANCE OF 105.35 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 19 MINUTES 54 SECONDS WEST, A DISTANCE OF 136.12 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 53 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF A CALLED 11.664 ACRE TRACT OF LAND CONVEYED AS "TRACT III" TO BOBBY THOMPSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20130501000591200, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 97.16 FEET TO A POINT FOR CORNER;

THENCE, CONTINUING ALONG SAID EAST LINE OF WUERMSER TRACT, SAID WEST LINE OF 11.664 ACRE TRACT AND SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 18 DEGREES 34 MINUTES 05 SECONDS WEST, A DISTANCE OF 213.70 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 19 MINUTES 18 SECONDS EAST, A DISTANCE OF 174.79 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 04 MINUTES 02 SECONDS WEST, A DISTANCE OF 215.03 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 40 MINUTES 26 SECONDS WEST, A DISTANCE OF 392.86 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 68.09 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID WUERMSER TRACT AND THE SOUTHWEST CORNER OF SAID 11.664 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF A CALLED 1.15 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, AS RECORDED IN VOLUME 313, PAGE 182, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A TxDOT MONUMENT FOUND FOR THE NORTHEAST

CORNER OF SAID STATE OF TEXAS TRACT BEARS SOUTH 89 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 68.40 FEET;

THENCE, NORTH 89 DEGREES 10 MINUTES 58 SECONDS WEST, ALONG THE SOUTH LINE OF SAID WUERMSER TRACT AND THE NORTH LINE OF SAID STATE OF TEXAS TRACT, A DISTANCE OF 201.71 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID STATE OF TEXAS TRACT, SAID POINT BEING ON THE EAST LINE OF LOT 3, BLOCK 1 OF WENDY'S ADDITION, AN ADDITION TO THE CITY OF PRINCETON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200102010000030, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 03 DEGREES 02 MINUTES 43 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE OF WUERMSER TRACT AND SAID EAST LINE OF LOT 2, BLOCK 1, A DISTANCE OF 9.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID WENDY'S ADDITION;

THENCE, NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE OF WUERMSER TRACT AND THE NORTH LINE OF SAID LOT 3, BLOCK 1, A DISTANCE OF 253.72 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID WUERMSER TRACT, SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE WEST LINE OF SAID WUERMSER TRACT, THE EAST LINE OF SAID LOT 3, BLOCK 1 AND SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 59.17 FEET TO A POINT FOR CORNER;

NORTH 50 DEGREES 37 MINUTES 11 SECONDS WEST, A DISTANCE OF 162.34 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID LOT 3, BLOCK 1 AND THE SOUTHEAST CORNER OF CREEKVIEW ADDITION, AN ADDITION TO THE CITY OF PRINCETON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050809001085030, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, CONTINUING ALONG SAID WEST LINE OF WUERMSER TRACT, THE EAST LINE OF SAID CREEKVIEW ADDITION AND SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 33 DEGREES 41 MINUTES 55 SECONDS WEST, A DISTANCE OF 110.13 FEET TO A POINT FOR CORNER;

NORTH 07 DEGREES 01 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.47 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 03 MINUTES 44 SECONDS WEST, A DISTANCE OF 138.53 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 05 MINUTES 11 SECONDS WEST, A DISTANCE OF 88.20 FEET TO A POINT FOR CORNER;

NORTH 80 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 26.20 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 176.62 FEET TO A POINT FOR CORNER;

NORTH 07 DEGREES 26 MINUTES 50 SECONDS EAST, A DISTANCE OF 98.19 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 40 MINUTES 30 SECONDS EAST, A DISTANCE OF 56.72 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.75 FEET TO A POINT FOR CORNER;

NORTH 26 DEGREES 30 MINUTES 11 SECONDS WEST, A DISTANCE OF 130.85 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 129.75 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 38 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 14.319 ACRE TRACT AND GENERALLY ALONG AN EXISTING FENCE, A DISTANCE OF 1091.92 FEET TO A POINT FOR CORNER;

THENCE, NORTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID WEST LINE OF WUERMSER TRACT AND SAID EAST LINE OF 14.319 ACRE TRACT AND GENERALLY ALONG AN EXISTING FENCE, A DISTANCE OF 590.33 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 52.467 ACRES, OR 2,285,453 SQUARE FEET OF LAND.

Exhibit B Depiction of the Property

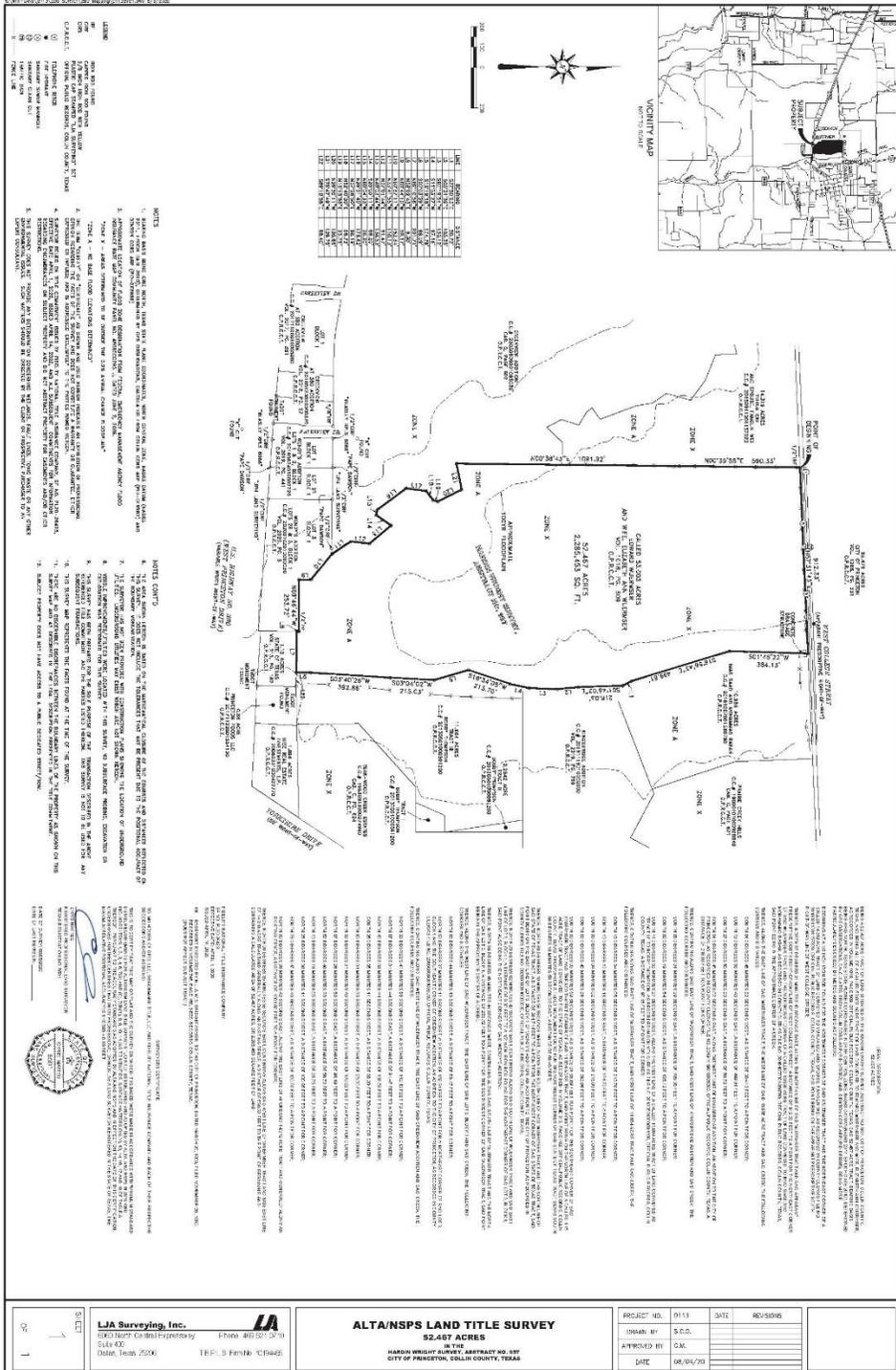


Exhibit C Concept Plan



Exhibit D
Forest Park Development Regulations

General Purpose and description: The purpose of the planned development district is to encourage construction of single-family homes of medium density to provide greater diversity of housing opportunities in the community. This district is intended to allow a maximum density of nine units per acre.

General Dimension Requirements:

Minimum Lot Area: 4,500 Square Feet

Minimum Lot Width: 40 Feet (measured at the front building line)

Minimum Lot Depth: 90 Feet

Minimum Building Size: 1,200 Square Feet of Air Conditioned Space

Maximum Building Height: 35 Feet

Minimum Front Yard Setback: 20 Feet, the minimum front yard setback requirements can be reduced by a maximum of five feet to allow for the encroachment of covered front porches, living area, and J-swing garages. Front entry garages shall not be permitted to encroach into the front setback.

Minimum Rear Yard Setback: 10 Feet

Minimum Side Yard Setback: 5 Feet for interior lots, 15' when adjacent to any street.

Maximum Lot Coverage: 60%, excluding driveways, sidewalks, or any uncovered concrete flatwork.

House Placement on Lot: Homes may be "center-loaded", meaning the Minimum Side Yard Setback shall apply to both sides of each lot.

Architectural Requirements:

Masonry requirements: All structures shall be constructed with a minimum of 80 percent masonry coverage (excluding the total window area), except as noted in this subsection. All permanent structures shall be compatible in architectural style, including the use of brick, stone, stucco, textured tilt wall construction, or other textured masonry surface. The remaining 20 percent of exterior finishing materials shall complement the building design and masonry materials used. Masonry shall not be required above a roof line, or on architectural elements surrounded by roof shingles on all sides; such areas also shall not be considered in the masonry coverage calculation. Any deviation of less than the 80 percent masonry coverage shall require approval of a variance from the zoning board of adjustment, only after finding that the spirit of this chapter is not compromised.

Roof design and materials: Sloped, gabled or pitched roofs visible from a public street shall be made of 30-year composite shingles, slate, or pre-finished metal or other quality roofing materials. The minimum roof pitch on all major roof lines shall be 6:12. Porches, patios, and secondary architectural elements shall have a minimum roof pitch of 4:12.

Residential repetition of elevation and floor plan: A minimum of seven platted residential lots must be skipped on the same side and four lots must be skipped on the opposite side of a street before rebuilding the same single family residential unit with an identical (or nearly identical) street

elevation design. Identical or nearly identical street elevation design means little or no variation in the articulation of the facade, height or width of facade, placement of the primary entrances, porches, number and placement of windows, and other major architectural feature. The identical (or nearly identical) floor plan shall not be repeated on neighboring, side by side lots or directly across the street.

Windows: Windows shall be consistent with the design and construction of the building.

Landscaping & Fencing:

Fencing: Each lot within a residential planned development shall construct a minimum six-foot (and up to eight foot) wood fence with metal posts within the required side and rear yard, measured at the adjacent grade. Black painted metal (aka wrought iron) fencing is also permissible on rear and side yards, and lots backing to the masonry screen wall may use the masonry wall as the rear yard fence provided such wall is placed on the lot line. No fence (other than ornamental landscape related fencing not to exceed 24" in height) shall be constructed within the required front yard or beyond the front building line.

Grass: Prior to issuing a certificate of occupancy, the front, side and rear yards shall be sodded, , except that solid sod shall be used in swales, or when necessary to prevent erosion. Grass areas shall be established with complete coverage within a six-month period from time of plantings, and shall be re-established, if necessary, to ensure grass coverage of all areas.

Landscaping: Prior to issuance a certificate of occupancy, the installation of minimum landscaping along the front building line including ground covering, shrubs, perennial plantings that shall include six 3-gallon shrubs, two 7-gallon shrubs, and a flower bed with a minimum two flats of seasonal flowers shall be completed.

Tree Planting: Minimum of one tree, with a minimum caliper width of two inches, shall be provided on each single-family lot prior to the issuance of a certificate of occupancy. At least one tree shall be located in the front yard.

Irrigation: An automatic underground irrigation, sprinkler or other water system outfitted with a rain and freeze detector shall be provided for the required front and side yards.

Exhibit E Estimated Roadway Costs

EXCAVATION				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
CLEARING AND GRUBBING	ACRE	\$1,010.00	4.01	\$4,050.10
UNCLASSIFIED EXCAVATION	CY	\$2.75	16,050	\$44,137.50
TOTAL EXCAVATION				\$ 48,187.60
STORM SEWER SYSTEM				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$55.00	230	\$12,650.00
21" RCP	LF	\$60.00	650	\$39,000.00
24" RCP	LF	\$75.00	270	\$20,250.00
36" RCP	LF	\$115.00	460	\$52,900.00
10" INLET	EA	\$3,600.00	14	\$50,400.00
3' x 3' "Y" INLET	EA	\$2,625.00	1	\$2,625.00
INLET PROTECTION	EA	\$200.00	15	\$3,000.00
24" HEADWALL	EA	\$2,300.00	1	\$2,300.00
24" HEADWALL W/SET	EA	\$3,300.00	2	\$6,600.00
36" HEADWALL	EA	\$2,700.00	9	\$24,300.00
12" ROCK RIPRAP	SY	\$75.00	890	\$66,750.00
BAR DITCH	CY	\$8.50	3,320	\$28,220.00
GRADE TO DRAIN	CY	\$8.50	9,100	\$77,350.00
REMOVE 24" HEADWALL	EA	\$1,500.00	2	\$3,000.00
REMOVE 24" RCP	LF	\$20.00	60	\$1,200.00
TRENCH SAFETY	LF	\$1.00	1,610	\$1,610.00
BONDS	PERCENT	2.0%	\$ 392,155.00	\$7,900.00
TOTAL STORM SEWER SYSTEM				\$ 400,055.00
PAVING				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$33.00	10,100	\$333,300.00
TEMPORARY 6" ASPHALT TRANSITION	SY	\$30.00	120	\$3,600.00
6" SUBGRADE PREPARATION	SY	\$2.70	10,640	\$28,728.00
5' CONCRETE SIDEWALK	LF	\$20.00	2,390	\$47,800.00
8' CONCRETE TRAIL - PER MASTER PLAN	LF	\$32.00	2,280	\$72,960.00
PAINTED CROSSWALK	SF	\$5.00	1,260	\$6,300.00
BERMUDA SOD	SF	\$0.40	27,500	\$11,000.00
BARRIER FREE RAMPS	EA	\$1,265.00	2	\$2,530.00
REMOVE BARRICADE	EA	\$600.00	1	\$600.00
SAWCUT & REMOVE EXISTING PAVEMENT	LF	\$15.00	56	\$840.00
R & R CONCRETE PAVEMENT	SY	\$100.00	155	\$15,500.00
REMOVE EXISTING ASPHALT	SY	\$2.50	3,610	\$9,025.00
MAINTENANCE DRIVEWAY CONNECTION	LS	\$500.00	1	\$500.00
TRAFFIC HANDLING	MO	\$3,000.00	3	\$9,000.00
BONDS	PERCENT	2.0%	\$ 541,683.00	\$10,900.00
TOTAL PAVING				\$ 552,583.00
MISCELLANEOUS ITEMS				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
SILT FENCE	LF	\$1.90	1,280	\$2,432.00
CURLEX	LF	\$1.10	4,990	\$5,489.00
SWPPP & MONITORING	LS	\$5,000.00	1	\$5,000.00
STREET LIGHT	EA	\$3,520.00	9	\$31,680.00
REMOVE EXISTING STREET LIGHT	EA	\$1,000.00	1	\$1,000.00
4" ELECTRIC CONDUIT	LF	\$12.00	420	\$5,040.00
STREET NAME BLADES	EA	\$245.00	1	\$245.00
STOP SIGNS	EA	\$600.00	1	\$600.00
BONDS	PERCENT	2.0%	\$ 38,565.00	\$800.00
TOTAL MISCELLANEOUS ITEMS				\$ 52,286.00
DEVELOPMENT FEES				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PAVING INSPECTION & TESTING FEE	PERCENT	3.0%	\$ 552,583.00	\$16,600.00
DRAINAGE INSPECTION & TESTING FEE	PERCENT	3.0%	\$ 400,055.00	\$12,100.00
STREET LIGHT INSPECTION FEE	PERCENT	2.0%	\$ 39,365.00	\$800.00
PLATTING FEE - COLLEGE ST	LS	\$1,500.00	1	\$1,500.00
ENGINEERING/SURVEYING	PERCENT	12.0%	\$ 1,053,111.60	\$126,400.00
TOTAL DEVELOPMENT FEES				\$ 157,400.00
<i>SUB-TOTAL:</i>				<i>\$1,210,511.60</i>
<i>OVERALL CONTINGENCIES:</i>				<i>10%</i> <i>\$121,100.00</i>
TOTAL CONSTRUCTION COSTS:				\$1,331,611.60

OPINION OF PROBABLE COST Forest Park - College Street OPC

PATH: S:\NTX-LAND\0113\400 LAND\405 Cost Estimate\2020-09 College St\405.3 MS Office\Forest Park - College Street OPC.dam



Exhibit F Offsite Roadway Improvement Alignment



EXH <small>SHEET NUMBER</small>	PROPOSED W. COLLEGE STREET ALIGNMENT EXHIBIT	J.M. CALDWELL, SR. COMMUNITY PARK PRINCETON, TEXAS PREPARED FOR CITY OF PRINCETON	RMA PROJECT DATE AUGUST 2020 104-111-01 R01 104-111-01 R02 104-111-01 R03	 <small>Kimley-Horn INCORPORATED 100 WEST LOUISIANA STREET MCKENNEY, TX 75066 PHONE: 972-251-2500 WWW.KIMLEY-HORN.COM TX 75066</small>	
			NO. H2426703 DATE: 8/17		

Exhibit G
Form of Annexation Petition

Annexation Petition

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS:

The undersigned owners of the hereinafter described tract of land voluntarily request and petition your honorable City Council to extend the present city limits to include as part of the City of Princeton, Texas (the "City"), the following described territory, to wit:

(Here describe the territory to be annexed)

We certify that the above described tract of land is within the City's extraterritorial jurisdiction and adjacent to existing city limits, and that this petition is signed and duly acknowledged by each and every person having an ownership interest in said land.

Signed: _____

Signed: _____

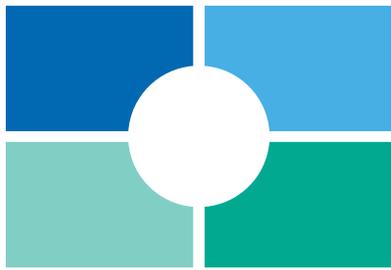
Signed: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20__.

Notary Public in and for
The State of Texas



**RUSSELL
RODRIGUEZ
HYDE
BULLOCK**

A TEXAS LIMITED LIABILITY PARTNERSHIP

1633 Williams Drive
Building 2, Suite 200
Georgetown, Texas 78628
www.txlocalgovlaw.com
Office: 512.930.1317
Fax: 866.929.1641

Partners:

Kerry E. Russell
Arturo D. Rodriguez, Jr.
George E. Hyde
Bradford E. Bullock
Caroline A. Kelley

Associates:

Cathie A. Childs
Jonathan W. Needle

Of Counsel:

Karrie H. Marling

October 6, 2020

To: Derek Borg, City Manager

From: Art Rodriguez, Special Counsel

Re: *First Amendment to North Texas Municipal Water District Water Supply Facilities Amendatory Contract and separate Settlement Agreement between the parties*

In 2016, the Cities of Garland, Mesquite, Plano, and Richardson (“Petitioning Cities”), petitioned the Public Utility Commission of Texas asserting that the wholesale water rates charged by the North Texas Municipal Water District (“District”) were adverse to the public interest and urging the PUC to set the wholesale water rates. The main grievance of the Petitioning Cities is that the District’s “take or pay” contract is adverse to the public interest. Primarily, the assertion is that the Petitioning Cities’ water usage peak had been met years before and are now paying for water that they no longer use due to conservation and other measures.

The Petitioning Cities, the District, and the remaining nine member cities (“Member Cities”) engaged in a contested hearing regarding the Petitioning Cities’ grievance. The PUC Commissioners required the parties to engage in a mediation before deciding upon the grievance. The parties engaged in settlement discussions without seeking mediation.

Through extensive negotiations between the City Managers and legal counsels, two agreements are being presented to you for consideration by the City Council. The agreements provide as follows:

- The agreement updates the District’s “take or pay” methodology by shifting the minimum take or pay amounts amongst the cities over the period October 1, 2020 to September 30, 2028, by applying a reduction of the minimum take-or-pay volumes from the cities which have higher minimums to those that have increasing minimum water demands based on those cities’ growth (i.e., Natural Drawdown).
- After the Natural Drawdown period, a 5-year rolling average of water usage will be phased in over the succeeding five year period to allow for continual rebalancing of Minimum Take or Pay obligations amongst the Member Cities.
- Provisions to the District’s annual budget process and water conservation planning are included.
- The Parties agree to refrain from lawsuits or other mechanisms to change the agreements for 20 years.
- Provisions for a process of independent review and financial analysis of the NTMWD’s budget and finances are included.
- Provisions for the NTMWD to contribute \$6.6 million to the Member Cities to help offset expenses by the cities in achieving resolution of the matters in the dispute (which funds will be allocated proportionally).
- Dismissal of all pending legal actions surrounding the above issues.

For consideration by the City Council, enclosed is a draft resolution and draft agreements that implement the above provisions. If you have any questions, please let me know.

RESOLUTION NO. 2020-10-19-R-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, APPROVING A SETTLEMENT AGREEMENT AND ANY RELATED AGREEMENTS, INCLUDING A FIRST AMENDMENT TO THE REGIONAL WATER SUPPLY FACILITIES AMENDATORY CONTRACT BY AND BETWEEN THE CITY OF PRINCETON, TEXAS, THE NORTH TEXAS MUNICIPAL WATER DISTRICT, AND ALL MEMBER CITIES IN SAID DISTRICT IN FULL SETTLEMENT OF ALL PENDING PETITIONS FILED AT THE PUBLIC UTILITY COMMISSION OF TEXAS, PUCT DOCKET NOS. 46662, 47863 AND 49043; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Princeton, Texas, has determined it is in the best interests of the citizens of Princeton to approve a Settlement Agreement, and any related agreements, including a First Amendment to the Regional Water Supply Facilities Amendatory Contract, to facilitate the settlement and finalization of all matters at the Public Utility Commission of Texas, PUCT Docket Nos. 46662, 47863 and 49043 - Petition of the Cities of Garland, Mesquite, Plano and Richardson Appealing the Decision by North Texas Municipal Water District Affecting Wholesale Water Rates.

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

SECTION 1.

The recitals in the preamble above are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2.

The City Council of the City of Princeton, Texas hereby approves a Settlement Agreement, and any related agreements, including a First Amendment to the Regional Water Supply Facilities Amendatory Contract, to facilitate the finalization of all matters at the Public Utility Commission of Texas, PUCT Docket Nos. 46662, 47863 and 49043 - Petition of the Cities of Garland, Mesquite, Plano and Richardson Appealing the Decision by North Texas Municipal Water District Affecting Wholesale Water Rates.

SECTION 3.

The City Manager is hereby authorized to execute the Settlement Agreement, the First Amendment to the Regional Water Supply Facilities Amendatory Contract, and any related agreements and documents, upon review and concurrence by the City Attorney and the City's special legal counsel, in full settlement and resolution of Public Utility Commission of Texas; PUCT Docket Nos. 46662, 47863 and 49043. The form of said agreements being attached hereto and incorporated herein as Exhibit Nos. 1 and 2.

SECTION 4.

This Resolution shall take effect and be in full force and effect from and after the date of its adoption and passage, and it is so resolved; and all resolutions of the City of Princeton in conflict herewith are hereby amended or repealed to the extent of such conflict.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS ON THE 19 TH DAY OF OCTOBER, 2020.

CITY OF PRINCETON, TEXAS

DEREK BORG
City Manager

ATTEST:

TABATHA MONK
City Secretary

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on this the __ day of _____, 2020, by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (the “District”), a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 62, Acts of the 52nd Legislature, Regular Session, 1951, as amended (the "District Act”), and the following:

- CITY OF ALLEN, IN COLLIN COUNTY, TEXAS**
- CITY OF FARMERSVILLE, IN COLLIN COUNTY, TEXAS,**
- CITY OF FORNEY, IN KAUFMAN COUNTY, TEXAS,**
- CITY OF FRISCO, IN COLLIN AND DENTON COUNTIES, TEXAS**
- CITY OF GARLAND, IN DALLAS COUNTY, TEXAS**
- CITY OF MCKINNEY, IN COLLIN COUNTY, TEXAS,**
- CITY OF MESQUITE, IN DALLAS AND KAUFMAN COUNTIES, TEXAS,**
- CITY OF PLANO, IN COLLIN AND DENTON COUNTIES, TEXAS,**
- CITY OF PRINCETON, IN COLLIN COUNTY, TEXAS,**
- CITY OF RICHARDSON, IN DALLAS AND COLLIN COUNTIES, TEXAS,**
- CITY OF ROCKWALL, IN ROCKWALL COUNTY, TEXAS,**
- CITY OF ROYSE CITY, IN ROCKWALL AND COLLIN COUNTIES, TEXAS,**
- and**
- CITY OF WYLIE, IN COLLIN COUNTY, TEXAS**

(collectively such cities being referred to as the "Contracting Parties").

W I T N E S S E T H

WHEREAS, each of the Contracting Parties is a duly incorporated city and political subdivision of the State of Texas operating under the Constitution and laws of the State of Texas; and

WHEREAS, the District and the Contracting Parties are authorized to enter into this Agreement; and

WHEREAS, the District presently owns various water rights and owns and operates other water supply and treatment facilities (the “System”) which serve the Contracting Parties; and

WHEREAS, the District has entered into a "North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract," dated as of August 1, 1988 (the "1988 Contract"), a "North Texas Municipal Water District – City of Allen Regional Water Supply Facilities Agreement," dated October 1, 1998, and a "North Texas Municipal Water District – City of Frisco Regional Water Supply Facilities Agreement," dated October 1, 2001 (collectively, the "Contracts") with the Contracting Parties; and

WHEREAS, the District presently supplies and sells treated water from the System to the Contracting Parties under the Contracts; and

WHEREAS, the Cities of Garland, Mesquite, Plano, and Richardson, Texas ("Petitioning Cities") presented to the Public Utility Commission of Texas ("PUCT") petitions seeking the PUCT's review of the District's rates for fiscal years 2017, 2018, 2019, and 2020, which the PUCT respectively assigned Docket Nos. 46662, 47863, 49043, and 50382 (collectively referred to as the "PUCT Proceedings"); and

WHEREAS, the Petitioning Cities have agreed to request that the PUCT allow the Petitioning Cities to withdraw the petition in Docket No. 46662 with prejudice and that the PUCT issue a final order dismissing the proceedings in Docket No. 46662, and have agreed to otherwise withdraw with prejudice the petitions in Docket Nos. 47863, 49043, and 50382 upon issuance of a final, non-appealable order by the PUCT dismissing the proceedings in Docket No. 46662; and

WHEREAS, the District and the Contracting Parties (collectively the "Parties") deem it necessary and advisable that the Contracts be amended, such amendments reflected in a separate document entitled *First Amendment to North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract* (the "Contract Amendment"); and

WHEREAS, the Parties agree that resolution of the PUCT Proceedings by unanimous settlement agreement is in the public interest; and

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Contracts, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

I. COVENANT TO DEFEND NATURAL DRAWDOWN METHOD AND 5|5|1 PROCESS. The Parties agree:

- A. That the Natural Drawdown Method and the 5|5|1 Process set forth in Section 2 of the Contract Amendment for calculating a Contracting Party's minimum amount is just and reasonable.
- B. For a period of not less than twenty (20) years, not to seek, aid, or support review by the PUCT or its successor agency of the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment.
- C. For a period of not less than twenty (20) years, not to institute, prosecute, or in any way aid any action or suit at law or in equity against any Contracting Party or the District for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether known or unknown, past, present or future, arising out of or related to the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment, except for claims by any Contracting Party against the District arising out of misapplication of the method for calculating a Contracting Party's minimum amount.
- D. For a period of not less than twenty (20) years, not to seek, support or aid in obtaining legislative changes to the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment.
- E. To oppose efforts by any entity not a party to this Agreement to seek legislative changes to the method for calculating a Contracting Party's minimum-amount agreed to and as described in Section 2 of the Contract Amendment.
- F. If any entity not a party to this Agreement seeks review by the PUCT, or its successor agency, of the method for calculating a Contracting Party's minimum amount as described in Section 2 of the Contract Amendment, the District and the Contracting Parties agree:
 - 1. To support the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment; and
 - 2. To oppose changes to the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment.
- G. Any party to this Agreement that seeks review by the PUCT and/or through litigation in the courts of the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment, shall

be responsible for the costs of participation in such review and/or litigation of all parties to this Agreement.

II. ELIGIBILITY FOR CHANGE IN MINIMUM-AMOUNT METHODOLOGY. The District's Board of Directors may apply the methods of determining the minimum amount described in the Contract Amendment to a contract entered into under Section 4(c) of the 1988 Contract provided that

- A. Any such contract shall specifically and unambiguously state the terms of the applicable method of determining the minimum amount payable thereunder, and
- B. Any such contract shall provide that the District's Board of Directors has exclusive authority to determine rates set pursuant to such contract as such rates may be changed from time to time.

III. INDEPENDENT REVIEW. By March 1, 2021, and on each third anniversary of such date thereafter, the District shall engage an independent, third-party consultant to perform a financial management analysis of the audited financial information and all additional relevant information for the System for the three preceding Fiscal Years. The Independent Review shall include Items A through G, as stated below, and such other items as determined by the Board.

- A. The reasonableness of Operations and Maintenance Expenses for the System;
- B. The assignment of shared costs to the District's various systems, including the System, and functionalization of expenses as variable versus fixed;
- C. Confirmation of the amount of the required Bond Service Component as defined in Section 9(a)(B) of the Contract, and compliance of such amount with the Contract and the applicable Bond Resolutions;
- D. Confirmation of balances in any funds required to be established or maintained by the provisions of the Bond Resolutions, including but not limited to, examination of balances in any debt service reserve funds and compliance of such balances with the requirements of the Bond Resolutions;
- E. Examination of balances, including the need for and the reasonableness of such balances, in any other special, contingency, reserve, or other funds established by Board policy but not otherwise required to be established or maintained by the provisions of the Bond Resolutions; and

- F.** Examination of the District's collection and application of Other Revenues as described in Section 9(f) of the Contracts, as amended, so as to reduce, to the maximum extent feasible, the amounts that otherwise would be payable by the Contracting Parties for treated water.

The consultant's review shall include, but will not be limited to, calculation of just and reasonable rates, including analysis of any appropriate surcharge or premium, to be charged to non-Contracting Parties in existing (when allowed by contract), new, renewed or amended contracts, taking into consideration: (1) the status of the Contracting Parties as long-term capital contributors to the System with joint and several liability for repayment of bond indebtedness, (2) the Contracting Parties' primary right to water from the System (as set out in Sections 1a(12) and 7(c) of the District's Enabling Act); (3) the non-Contracting Parties' water demands including demand for future infrastructure and water resources; and (4) any other relevant considerations requested by the District's Board of Directors.

- G.** Examination of the District's compliance with Section 9 of the Contracts, as amended, in setting the Annual Requirement and base rate.

The consultant shall deliver a report addressing the Independent Review within nine (9) months of being engaged by the District. During the annual budget process, the District's Board of Directors will review all recommendations contained in the consultant's report. Unless the Board of Directors votes to reject any or all of the consultant's recommendations prior to adopting the District's annual budget, the Board of Directors shall implement the consultant's recommendations that were not rejected by a vote of the Board.

- IV. DISTRICT SETTLEMENT CONTRIBUTION.** The District has agreed to contribute \$6.6 million payable to **[INSERT NAME OF ESCROW AGENT]** to facilitate resolution of disputes related to the PUCT Proceedings. The contribution by the District shall not be counted in determining the District's Annual Requirement for any year.
- V. EFFECTIVE DATE.** This Agreement shall become effective upon the Contract Amendment becoming effective.

IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Agreement.

NORTH TEXAS MUNICIPAL WATER DISTRICT

BY _____

ATTEST:

Secretary, Board of Directors

APPROVED AS TO FORM AND LEGALITY:

Attorneys for the District

(District Seal)

CITY OF ALLEN, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF FARMERSVILLE, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF FORNEY, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF FRISCO, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF GARLAND, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF MCKINNEY, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF MESQUITE, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF PLANO, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF PRINCETON, TEXAS

BY _____
City Manager

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF RICHARDSON, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF ROCKWALL, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF ROYSE CITY, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

CITY OF WYLIE, TEXAS

BY _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

(City Seal)

ATTEST:

City Secretary

FIRST AMENDMENT TO
NORTH TEXAS MUNICIPAL WATER DISTRICT
REGIONAL WATER SUPPLY FACILITIES AMENDATORY CONTRACT

THE STATE OF TEXAS :
NORTH TEXAS MUNICIPAL WATER DISTRICT:

THIS FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL UTILITY DISTRICT REGIONAL WATER SUPPLY FACILITIES AMENDATORY CONTRACT (this "Amendment") made and entered into by and between North Texas Municipal Water District (the "District"), a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Article 16, Section 59 of the Texas Constitution and the following municipalities under the Constitution and laws of the State of Texas: City of Allen, City of Farmersville, City of Forney, City of Frisco, City of Garland, City of McKinney, City of Mesquite, City of Plano, City of Princeton, City of Richardson, City of Rockwall, City of Royse City, and City of Wylie (collectively, the "Contracting Parties").

WITNESSETH:

WHEREAS, the District has entered into a "North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract," dated as of August 1, 1988, a "North Texas Municipal Water District – City of Allen Regional Water Supply Facilities Agreement", dated October 1, 1998, and a "North Texas Municipal Water District – City of Frisco Regional Water Supply Facilities Agreement", dated October 1, 2001 (collectively, the "Contracts") with the Contracting Parties;

WHEREAS, as permitted by Section 14 of the Contracts and Section 24(m) of the Bond Resolutions authorizing the issuance of the District's outstanding bonds, the District and the Contracting Parties desire to amend the Contracts to change the allocation of the Annual Requirement (as defined in the Contracts) among the Contracting Parties by changing the basis for determination of each Contracting Party's minimum amount for purposes of calculating such Contracting Party's proportionate share of each Annual Requirement;

WHEREAS, the District and the Contracting Parties have agreed to amend the Contracts to accomplish such change of allocation together with certain updating changes pursuant to the terms of this Amendment; and

WHEREAS, capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and the Contracting Parties agree that the Contracts shall be amended and modified as follows:

Section 1. Amend Subsection 1(f) of the Contracts to read as follows:

(f) "Bonds" means the Outstanding Bonds listed in the preamble to this Contract, and all bonds, notes, or other obligations hereafter issued by the District, whether in one or more series or issues, and the interest thereon, to acquire, construct, complete, improve, and/or extend the System or any System facilities, including the Projects, and/or otherwise to improve or extend the System, and any bonds, notes or other obligations issued to refund any Bonds or to refund any such refunding bonds, notes, or other obligations.

Section 2. Amend Subsection 9(c) of the Contracts by adding a new Clause (3) after Clause (2), as follows:

(3) Updated Calculation Methods. Notwithstanding any provisions of this Contract to the contrary, other than reduction of minimum amounts related to sales by Contracting Parties to other entities as set out in Section 9(c), commencing October 1, 2020, and ending on September 30, 2028 (the "Natural Drawdown Period"), a Contracting Party's minimum amount (for purposes of calculating its proportionate share of the Annual Requirement), shall be calculated on the basis of the Natural Drawdown Method (hereinafter defined) and commencing October 1, 2028, and thereafter, such minimum amount will be calculated on the basis of the 5|5|1 Process (hereinafter defined).

(i) Natural Drawdown Method. For the purpose of calculating the minimum dollar amount of each Annual Requirement for which each Contracting Party is unconditionally liable during the Natural Drawdown Period, for each Annual Payment Period each Contracting Party's proportionate share of the Annual Requirement shall be calculated in accordance with the method described below, (the "Natural Drawdown Method")

(A) For the Annual Payment Period beginning October 1, 2020, each Contracting Party's annual minimum amount (in thousands of gallons) will be:

i.	City of Allen:	6,011,208
ii.	City of Farmersville:	280,467
iii.	City of Forney:	2,345,109
iv.	City of Frisco:	11,910,250
v.	City of Garland:	13,721,955

vi.	City of McKinney:	11,963,029
vii.	City of Mesquite:	8,297,666
viii.	City of Plano:	26,719,809
ix.	City of Princeton:	660,682
x.	City of Richardson:	11,019,311
xi.	City of Rockwall:	4,190,133
xii.	City of Royse City:	565,932
xiii.	City of Wylie:	1,877,558

- (B) For each subsequent Annual Payment Period through the end of the Natural Drawdown Period, and where a Contracting Party's volume of water actually delivered by the District during the most recent Water Year is less than the Contracting Party's then-current minimum amount (such under-usage of water referred to as the Contracting Party's "Under-Usage Water"), that Contracting Party's minimum amount (for purposes of calculating its proportionate share of the Annual Requirement) will be reduced for purposes of payment in subsequent payment periods by that Contracting Party's proportionate share of one-third (1/3) of the total Excess Water Usage (hereinafter defined) used by all Contracting Parties and parties to other Contracts (as described in Section 4(c) hereof) who are not Contracting Parties (such Contracting Parties and other parties, collectively, "System Customers"); provided, however, that in no event shall a Contracting Party's minimum amount be reduced to an amount that is less than the gallons actually delivered to that Contracting Party during the prior Water Year. For these purposes "Excess Water Usage" means gallons of water delivered to any System Customer that exceed its then-current minimum amount.
- (C) A Contracting Party's proportionate share of the Excess Water Usage is calculated as the ratio of that Contracting Party's Under-Usage Water, to the sum of that Water Year's Under-Usage Water by all System Customers eligible for reduction in their minimum amount.
- (D) The minimum amount of a Contracting Party that has Under-Usage Water shall be drawn down at a 3:1 ratio such that for every three (3) gallons of Excess Water used by all System Customers with Excess Water Usage, one (1) gallon of water is drawn down, on a proportionate share basis, as determined in (C) above, thereby reducing the respective minimum amounts for those Contracting Parties.
- (E) For a Contracting Party that has Excess Water Usage in a Water Year during

the Natural Drawdown Period, that Contracting Party's minimum amount for the next Annual Payment Period will be determined based on that Contracting Party's usage in the immediately preceding Water Year.

An example of the calculations of the reduction minimum amounts under the Natural Drawdown Method described in this Subsection 9(c)(3)(i) is found on Attachment I hereto and incorporated herein for all purposes

(ii) 5|5|1 Process. Starting October 1, 2028, each Contracting Party's minimum amount (for purposes of determining its proportionate share of the Annual Requirement) shall be calculated based on a five-year rolling average of water usage, phased-in over five (5) years (the "5|5|1 Process") to be implemented as follows:

- (A) In the first year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the preceding Water Year and four (4) years of that Contracting Party's then-current minimum amount as adjusted at the end of the Natural Drawdown Period (the "Base Minimum"), and dividing that sum by 5.
- (B) In the second year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the immediately preceding two (2) Water Years and three (3) years of that Member City's Base Minimum, and dividing that sum by 5.
- (C) In the third year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the preceding three (3) Water Years and two (2) years of that Member City's Base Minimum, and dividing that sum by 5.
- (D) In the fourth year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the preceding four (4) Water Years and one (1) year of that Member City's Base Minimum, and dividing that sum by 5.
- (E) Finally, in the fifth year of the 5|5|1 Process (that is, the rate year commencing October 1, 2032), and each year thereafter, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the immediately preceding five (5) Water Years and dividing that sum by 5.

Section 3. Amend the last sentence of Section 9(d) and amend Section 9(f) of the Contracts to read as follows:

(d) ... Such Excess Water Charges, after payment of any rebates pursuant to policies of the District, shall be distributed to the Contracting Parties in the same manner as surplus budgeted funds as provided in Subsection 9(g).

(f) **Other Revenues.** During each Annual Payment Period, the revenues derived from sales of System water, other than sales of treated water to Contracting Parties, shall be credited to and be used for paying part of the Annual Requirement in the manner determined by the District, with the result that such credits shall reduce, to the extent of such credits, the amounts which otherwise would be payable by the Contracting Parties pursuant to the methods prescribed in subsections (a), (b), (c), and (e) above. The District shall estimate all such credits which it expects to make during each Annual Payment Period in calculating each Annual Payment. To the extent the District collects such other revenues in an amount in excess of the estimated credits, such excess amount shall be distributed to the Contracting Parties in the same manner as surplus budgeted funds as provided in Subsection 9(g).

Section 4. Amend Subsection 9(g) of the Contracts in its entirety to read as follows:

(g) **Annual Budget.** On or before the first day of the fourth calendar month prior to the beginning of each Annual Payment Period hereafter the District shall furnish each Contracting Party with a tentative or preliminary estimated schedule of the monthly payments to be made by such party to the District for the ensuing Annual Payment Period. On or before the first day of the second calendar month prior to the beginning of each Annual Payment Period hereafter the District shall furnish each Contracting Party with an updated estimated schedule of the monthly payments to be made by such Party to the District for the next ensuing Annual Payment Period. Prior to the first day of each Annual Payment Period hereafter the District shall furnish each Contracting Party with a final estimated schedule of the monthly payment to be made by such Party to the District for the next ensuing Annual Payment Period, together with the supporting budgetary data showing the basis for arriving at such schedule.

Any surplus budgeted funds remaining on hand at the end of any Annual Payment Period in excess of amounts necessary to pay the Annual Requirement, including, to the extent reasonable, any operation and maintenance fund balances and other reserves established by the District, shall be distributed no later than May 1 of the following Annual Payment Period to the Contracting Parties proportionately based upon the respective amounts of treated water actually

delivered to the Contracting Parties for the preceding Water Year. Nothing in Subsection 9(g) shall be construed to limit the budgeting and rate-making authority of the District. Each Contracting Party hereby agrees that it will make payments to the District on or before the 10th day of each month of the Annual Payment Period. If any Contracting Party at any time disputes the amount to be paid by it to the District, such complaining party shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by such complaining party should have been less, or more, the District shall promptly revise and reallocate the charges among all Contracting Parties in such manner that such complaining party will recover its overpayment or the District will recover the amount due it.

Section 5. Amend Section 15 of the Contracts by adding a second paragraph as follows:

In particular, but not by way of limitation, in accordance with 30 Tex. Admin. Code Section 288.5(1)(f), as amended, the Contracting Parties agree and the District shall require each party to an Other Contract, as described in Section 4 of this Contract to agree to develop and implement a water conservation plan or water conservation measures using the applicable elements of Chapter 288, Subchapter A of Title 30 of the Texas Administrative Code, to the extent that it has not already done so. Any contract for resale of water provided hereunder or resale of such resold water by a Contracting Party or a party to an Other Contract shall contain provisions requiring water conservation measures using the applicable elements of such Administrative Code Section. In accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, as it may be amended from time to time, the Contracting Parties agree to file, or provide to the District for filing, all information required by such Rule 15c2-12.

Section 6. This Amendment shall become effective as of the date that an order(s) adopted by the Public Utility Commission of Texas dismissing or allowing withdrawal of PUC Docket Nos. 46662, 47863, 49043, and 50382 become(s) final and non-appealable.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Amendment to be duly executed in several counterparts, each of which shall constitute an original.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(DISTRICT SEAL)

CITY OF ALLEN, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF FARMERSVILLE, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF FORNEY, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF FRISCO, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF GARLAND, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF MCKINNEY, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF MESQUITE, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF PLANO, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF PRINCETON, TEXAS

By: _____
City Manager

ATTEST:

City Secretary

(CITY SEAL)

CITY OF RICHARDSON, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF ROCKWALL, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF ROYSE CITY, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY OF WYLIE, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

ATTACHMENT I

For illustrative purposes, the reduction in a Contracting Party's minimum amount (for purposes of calculating its proportionate share of the Annual Requirement) under the Natural Drawdown Method described in Subsection 9(e) of the Contracts, would be calculated as follows:

1. Determine the total gallons of Excess Water Usage by all System Customers
 E.g., 9 System Customers have a total Excess Water Usage of 10 million gallons.
2. Determine the total gallons of Under-Usage Water by all System Customers
 E.g., the only System Customers that have under-usage are Contracting Parties 1, 2, 3, and 4, which have total gallons of Under-Usage Water of 20 million gallons.
3. Determine each Contracting Party's gallons of Under-Usage Water, e.g.:
 Contracting Party 1: 8 million gallons of Under-Usage Water
 Contracting Party 2: 6 million gallons of Under-Usage Water
 Contracting Party 3: 4 million gallons of Under-Usage Water
 Contracting Party 4: 2 million gallons of Under-Usage Water
4. Determine each Contracting Party's proportion of Under-Usage Water to the total gallons of Under-Usage Water ("Contracting Party's Share of Under-Usage Water")
 Contracting Party 1 = 40% (8 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 40%)
 Contracting Party 2 = 30% (6 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 30%)
 Contracting Party 3 = 20% (4 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 20%)
 Contracting Party 4 = 10% (2 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 10%)
5. Determine the respective Contracting Party's then-current minimum amount (for purposes of calculating its proportionate share of the Annual Requirement) for each Contracting Party that has Under-Usage Water and reduce each such Contracting Party's minimum

amount by its proportionate share of 1 million gallons for each 3 million gallons of Excess Water Usage. Thus:

	[A]	[B]	[C]	[D]	[E]	[F]
	Current Annual Minimum [A]	Under Usage [B]	Share of Under Usage [C] = [B] / Total Under Usage	1/3 of Total Excess Usage [D]	Share of 1/3 rd of Excess Usage of 10 Million Gallons [E] = [C] x [D]	New Annual Minimum [F] = [A] – [E]
Contracting Party 1	50	8	40%	3.33	1.33	48.67
Contracting Party 2	40	6	30%	3.33	1.00	39.00
Contracting Party 3	30	4	20%	3.33	0.67	29.33
Contracting Party 4	<u>20</u>	<u>2</u>	<u>10%</u>	<u>3.33</u>	<u>0.33</u>	<u>19.67</u>
Total Under Usage	140	20	100%		3.33	136.67
Total Excess Usage	10					