

CITY COUNCIL AGENDA

APRIL 20, 2020

7:00 P.M.

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

AGENDA

1. VIDEO CONFERENCE

A. This City Council Meeting will be held via Videoconference. The City Council will participate remotely via videoconference. The facility will not be open to the public. Members of the public are entitled to participate remotely via broadcast through Cisco Webex at the following URL location.

<https://meetingsamer11.webex.com/join/cnfcclerks>

Instructions on how to change the settings within the meeting app to call in are below. Please note that if you do not call in through the Cisco Webex app with the Access Code and Attendance ID you will only be able to hear the meeting and will not be able participate. It is highly recommended that everyone follows the instructions attached. We will still be streaming the meeting so that everyone will have a visual as well.

Calling in using a computer and telephone

Calling in using an Android device

Calling In using an Apple device

Access Code: 298-437-804

2. CALL TO ORDER

3. ROLL CALL

4. EXECUTIVE SESSION

Advice from City Attorney: Pursuant to Sec. 551.071 of the Texas Government Code, the Board of Aldermen reserves the right to convene in Executive Sessions(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

5. CONSENT AGENDA:

All matters listed as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desire, that item will be removed from the consent agenda and will be considered separately.

A. Approve minutes for April 6, 2020

6. OPEN FORUM

The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

7. NEW BUSINESS:

A. Discuss, consider and act on Annexation Services Agreement between the City of New Fairview and Royal Crest Properties, LLC concerning approximately 723.822 acres of land located on the southeast corner of the City and bounded by FM 407 on the north, Sam Reynolds Road on the east, Dove Hollow Lane on the south, and County Line Road on the west, known as Constellation Lake Development that is proposed to be annexed into the City of New Fairview, Texas.

B. Discuss, consider and act on Ordinance No. 2020-06-201 annexing into the City of New Fairview, Texas approximately 723.822 acres of land located on the southeast corner of the City and bounded by FM 407 on the north, Sam Reynolds Road on the east, Dove Hollow Lane on the south, and County Line Road on the west, known as the Constellation Lake Development.

C. Discuss, consider and possible action on the "PD" Planned Development zoning for Constellation Lake, being 723.822 of land in the William C. Brookfield Survey, Abstract No. 34, and the Robert A. Walker Survey, Abstract No. 1302, Denton County, Texas

D. Public Hearing to consider proposed assessments to be levied against the assessable property within the Constellation Lake Public Improvement District

E. Discuss, consider and act on Ordinance No. 2020-07-2020 accepting and approving a service and assessment plan and assessment roll for the Constellation Lake Public Improvement District, making a finding of special benefit to the property in the district, levying special assessments against property within the district and establishing a lien on such property, providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, providing for the method of assessment and the payment of the assessments, and providing penalties and interest on delinquent assessments.

F. Discuss, consider and on Resolution No. 2020-010-100 approving the PID Reimbursement Agreement-Constellation Lake Public Improvement District Project with Royal Crest Properties, LLC and authorizing and directing the Mayor of the City to execute the agreement.

G. Discuss, consider and act to award a contract to Franklin Legal Publishing of Lubbock, TX for codification services in the amount of \$9,900.00 and authorize the interim city administrator to sign the contract.

H. Discuss, consider and act to award a contract to ProudCity of Oakland, CA for website hosting services and agenda management software in the amount of \$4,500.00 and authorize the interim city administrator to sign the contract.

8. ADJOURN:

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 17th day of April 2020 at 7:00 PM at least 72 hours preceding the meeting time.

Monica Rodriguez, City Secretary

SEAL:

This facility is wheelchair accessible; parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at city hall 817-638-5366 or fax 817-638-5369 or by email at citysecretary@newfairview.org for further information.

**City Council Meeting Minutes
April 6, 2020
New Fairview City Hall
999 Illinois Ln.
New Fairview TX 76078**

**STATE OF TEXAS
COUNTY OF WISE
CITY OF NEW FAIRVIEW**

THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING , THE SAME BEING OPEN TO THE PUBLIC, THE 6th DAY OF APRIL 2020 IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME, PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENTAL CODE, WITH THE FOLLOWING MEMBERS PRESENT:

Pursuant to Section 551.071 of the Texas Government Code, the Council may convene into Executive Session(s) from time to time as deemed necessary during the meeting for any posted agenda item and may receive advice from its attorney as permitted by law.

CITY COUNCIL

**Mayor Joe Max Wilson
Mayor Pro Tem Scott Johnson
Councilman Rick White
Councilwoman Rebecca McPherson
Councilman Charlie Stumm
Councilman William Payne**

PRESENT

**City Manager Allen Guard
City Secretary Monica Rodriguez
City Clerk Brooke Boller
City Attorney Bradley Anderle
City Planner Barry Hudson
City Engineer Ryley Paroulek**

ITEM NUMBER 1. CALL TO ORDER

Mayor Pro Tem Scott Johnson called the meeting to order at 7:03 PM

ITEM NUMBER 2. ROLL CALL

Roll call with the above-mentioned names present

ITEM NUMBER 3. EXECUTIVE SESSION

Advice from City Attorney: Pursuant to Sec. 551.071 of the Texas Government Code, the Board of Aldermen reserves the right to convene in Executive Sessions(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

Per Attorney Bradley Anderle no Executive Session required.

ITEM NUMBER 4. CONSENT AGENDA:

All matters listed as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. Approve minutes for February 3, 2020, February 17, 2020, February 24, 2020, March 2, 2020, March 9, 2020, March 16, 2020, March 23, 2020

B. Discuss, consider and act on approving Resolution No. 2020-005-095 to amend the Master Fee Schedule for Building Permits

C. Discuss, consider and act on approving Resolution No. 2020-006-096 adopting a Fund Balance Policy.

D. Discuss, consider and act on approving Resolution No. 2020-007-097 to award a contract for the purchase of Fund Accounting and Payroll Software to CSA Software Solutions of North Little Rock, AR in the amount of \$9,309 plus additional on-site time and travel expenses, and authorize the interim city administrator to sign the contract

E. Discuss, consider and act to extend the application for Pioneer Ranch Preliminary Plat till our next monthly meeting.

F. Discuss, consider act to extend the application for Pioneer Ranch Final Plat till our next monthly meeting.

Councilwoman Rebecca McPherson made a motion to approve all consent items. Motion seconded by Councilman Charley Stumm. Motion passed unanimously.

ITEM NUMBER 5. OPEN FORUM

The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

ITEM NUMBER 6. PUBLIC HEARING:

A. A Public Hearing to consider the Proposed Annexation by the City of New Fairview, Texas of approximately 723.822 acres of land located on the Southeast corner of the city and bounded by FM 407 on the north, Sam Reynolds Road on the east, Dove Hollow Lane on the south, and County Line Road on the west , known as the Constellation Lake Development.

Marissa states she cannot hear the council. They can hear City Attorney Bradley Anderle but not the Council Room. They have adjusted the microphone and the Council will attempt to pull up the Webex on their own devices to assist with sound.

Some of the attachments are showing as blank. City Council is addressing the issue and these documents will be available through the city's open records as per normal.

There are several technical issues during this meeting attempting to adjust to the Webex Virtual Meeting.

City Planner Barry Hudson was able to explain why there was a mention of Ag in the document. Mayor Pro Tem Scott Johnson asks is this something that needs to be removed. City Planner Barry Hudson stated it is related to 10-2 of the Zoning Ordinance for single family residences so these describe the lots that are on the interior of Constellation Lakes. These lots will be too small to accommodate any noxious agriculture uses on these lots. They may need to look at it and see if there are some agricultural uses, they could add into the document where they could list these uses. This is worth a discussion with the developer.

Mayor Joe Max Wilson states he believes they keep it Ag in that area so they don't have to pay development prices on County prices, and they will probably use that farmland as they have for years. They still intend to look into this question.

Brooke is going to open the chatroom for any questions.

B. A Public Hearing to consider the Proposed Zoning by the City of New Fairview, Texas of approximately 723.822 acres of land located on the southeast corner of the City and bounded by FM 407 on the north, Sam Reynolds Road on the east, Dove Hollow Lane on the south, and County Line Road on the west, known as the Constellation Lake Development.

Mayor Pro Tem Scott Johnson states if they annex the property then it will not be in the ETJ anymore so how it will affect Item C.

City Attorney Bradley Anderle states it will still technically be in the ETJ when they vote on the PID as in Item C. They will come back on April 20th to vote so it will ultimately be in the City's limits before it is developed or at the time it is developed, or it is anticipated anyway as per the agreement. However, for the time being and at the creation of this PID it will be in the ETJ.

Kyle Sikorski states this is just Creating the PID on the piece of land and no one is levying any assessment that will be in the future. Designation 28 acres PID, the definition and such are not in review at this point. Kyle will answer any questions regarding the PID. PID's only exist for the property it is created for.

Chris (resident) raised his hand, but no one can hear him. Chris stated he can not hear anything either. Chris is in the lobby of City Hall. He has been allowed inside of the auditorium at a distance.

C. A Public Hearing to consider the advisability of the improvements and creation of a public improvement district within the Extraterritorial Jurisdiction of the City of New Fairview, Texas to make certain improvements over certain 723.822-acre property located within the extraterritorial jurisdiction of the City, known as the Constellation Lake Development.

No public input.

ITEM NUMBER 7. NEW BUSINESS:

A. Discuss, consider and act on Resolution No. 2020-009-099 creating the Constellation Lake Public Improvement District.

Kyle states at this point they are taking a piece of property and creating a PID and no money is needed from the city and it is all paid for by the developers. This is just drawing a boundary and creating a district.

Councilwoman Rebecca McPherson believes they should have more input before agreeing to this PID.

Kyle said briefly the PID will cover the infrastructure, parks and roads of the development and the cost would later fall on the future homebuyers. What is not covered is water and sewer this will be covered by

Aqua Texas. This will be approximately 40 Million dollars total They are trying to keep a tax stack of \$2.70 on smaller lots and \$2.20 on the larger lots. This equals approximately \$19, 452 per lot.

Councilman Charlie Stumm asks who would be responsible to any water main breaks or other issues with the water and/or sewer? Kyle states it would be Aqua Water.

Councilwoman Rebecca McPherson asked if the water main break damaged the roadway would Aqua fix the road and Kyle stated yes, they would fix any damages caused by their water system.

Creating the PID: **Councilwoman Rebecca McPherson makes motion to accept the PID. Motion seconded by Councilman Charlie Stumm. Motion passed unanimously.**

B. Discuss, consider and act on Resolution No. 2020-008-098 determining the costs of certain authorized improvements to be financed by the Constellation Lake Public Improvement District, approving a Preliminary Service and assessment Plan, including a proposed assessment roll, and calling and noticing a public hearing for April 20, 2020 to consider an ordinance levying assessment on property located within the Constellation Lake Public Improvement District.

See summary above. One obligation of city council is to approve the assessment each year. This is just preliminary assessment and should be very close to what it will be moving forward. No money is incurred from the city.

Councilwoman Rebecca McPherson asks if they should hear from any of the others at this time. Bob Hanson can speak on bonds, but they are not talking about bonds at this point. Bob states that the steps tonight is developing the PID and approving the preliminary assessment. As at this moment the council is not committing to any money.

Councilman Charlie Stumm makes a motion to approve. Motion seconded by Councilman Rick White. Motion passed unanimously.

C. Discuss, consider and act on approving Ordinance No. 2020-05-200 adopting an amendment to the Fiscal Year 2020 General Fund Budget.

Allen Guard Stated October 2019. When he started, he has sort of rearranged the budget but has not changed the revenue. We are being billed by our consultants and then we charge the developers. We are sitting at about \$97,000 expense for the year. We will be getting more property tax now that many issues have been resolved. Right now, the sales tax is at \$80,000 but we get these checks about 3 months late.

Included is each department's budget and Allen ask for approval.

Councilman Charlie Stumm makes a motion to the amendment of the budget. Motion seconded by Councilwoman Rebecca McPherson. Motion passed unanimously.

D. Discuss, consider and act on the Final Plat for Falcon Ridge, Phase 2, being 10.98 acres in the R.A Walker Survey, Abstract #1392, Denton County, Texas

This is the part outside of Wise County where the roads were not paved. City Planner Barry Hudson states this was correct as this part is out of the ETJ. Since we didn't have the jurisdiction, we can approve the plat prior to the annexation. This is in the Denton County ETJ. 10 acres in the North East Corner.

Councilman Charlie Stumm makes a motion to approve the Final Plat for Falcon Ridge Phase 2. Motion seconded by Councilman Rick White.

E. Discuss and consider providing staff direction regarding various property tax exemptions.

Allen Guard states at March 16th meetings a citizen asked about the exemptions offered. The only thing the city has passed is the Senior tax freeze. They do not have Homestead, Senior, Veteran or Disability exemption.

Only school districts offer Homestead Exemption of 25,000 and Runaway Bay offers \$5000.

The Senior exemption is about \$10,000 relief for Senior or Disability not both.

The Veteran Exemption is a state-run protocol.

If the council would like an exemption the council can tell him which ones they want, and he can put it together. He does not recommend homestead as it is not commonly used. But does recommend the Senior and Veteran.

F. Discuss, consider and act on approving Resolution No. 2020-010-100 adopting Council Procedures and Decorum Policy.

G. Presentation of Monthly Financial Report through March 13.

Allen Guard states he would like to make a presentation every month on where they are with the budget. It will be about a month behind. He is hopeful with the new software it will be more organized. We have a bank account of about \$70,000. They have filled in the potholes in Hilltop and Allen has called TXDOT who fixed the railroad.

Several permits have been coming in quickly.

He has asked for proposals for building inspectors which should be complete by the 21st.

Councilman Charlie Stumm wants to know when they get the report on the roadways. They have sent the worst 25 and he is working on the financials and the presentation will be by May 4th. Allen would like to schedule a strategic meeting on May 16th.

Councilman Charlie Stumm states we need to start on the roads because that is why they implemented the taxes. Perhaps fix the ditches this year and start the roads next. We need to do something.

Councilman Bill Payne asks when sales tax is paid from the state do we get a list of who paid those taxes? Allen Guard states you have to ask the state for the list separately.

ITEM NUMBER 8. ADJOURNED AT

Mayor Pro Tem Scott Johnson made a motion to adjourn the meeting at 9:03PM.

APPROVED:

Mayor Joe Max Wilson

Councilman Bill Payne

Mayor Pro Tem Scott Johnson

ATTEST:

Councilman Rick White

Councilwoman Rebecca McPherson

City Secretary Monica Rodriguez

Councilman Charlie Stumm



**City Council Agenda
April 20, 2020**

Agenda Item:7A

Agreement

(Action Item)

Agenda Description:

Discuss, consider and act on Annexation Services Agreement between the City of New Fairview and Royal Crest Properties, LLC concerning approximately 723.822 acres of land located on the southeast corner of the City and bounded by FM 407 on the north, Sam Reynolds Road on the east, Dove Hollow Lane on the south, and County Line Road on the west, known as the Constellation Lake development that is proposed to be annexed into the City of New Fairview, Texas.

Background Information:

The City has entered into a Development Agreement with the owner of the property that is proposed to be annexed in connection with the Constellation Lake development. This Development Agreement calls for the annexation of the property in connection with the City's creation of a PID and agreement to reimburse the owner of the property for the costs of the construction of authorized improvements within the development through assessments on the property within the development. Section 43.0672, Texas Local Government Code, requires that the City enter into a written agreement with the owners of land to be annexed for the provision of services in the area.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends approval of the Annexation Services Agreement.

Attachments:

Annexation Services Agreement

**ANNEXATION SERVICE AGREEMENT BETWEEN
THE CITY OF NEW FAIRVIEW AND ROYAL CREST PROPERTIES, LLC**

As required by Section 43.0672 of the Texas Local Government Code, this Annexation Service Agreement (this "Agreement") shall serve as a written agreement between the City of New Fairview, Texas (the "City") and Royal Crest Properties, LLC (the "Parties") concerning the provision of services to the territory described in the attached and incorporated Exhibit A and depicted in the attached and incorporated Exhibit B (the "Annexed Area").

A. The Parties agree as follows concerning the services that are to be provided within the Annexed Area on the effective date of the annexation:

1. POLICE PROTECTION

The City currently provides limited police protection within the City by contract with the Wise County Sheriff's Department. In addition to the City's contract for limited provision of police protection, police protection may be available through the Denton County Sheriff's Department.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City does not currently provide fire protection or emergency medical services. Fire protection and emergency medical services may be available through Denton County.

3. SOLID WASTE COLLECTION

At the present time the City is using a designated, specified contractor for collection of solid waste and refuse within the city limits of the City. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the Annexed Area to the extent that the City's contractor has access to the area to be serviced.

The City may not prohibit the collection of solid waste in the Annexed Area by a privately owned solid waste management service provider or offer solid waste management services in the Annexed Area for two years after the date of annexation of the Annexed Area, unless a privately owned solid waste management service provider is unavailable. The City is not required to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider that continues in operation in the Annexed Area.

4. OPERATION AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES

The City does not own, operate or maintain any water or wastewater facilities in the Annexed Area. Consequently, the City has no duty to operate or maintain water and wastewater facilities within the Annexed Area as of the annexation date.

5. OPERATION AND MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways in the Annexed Area which have been dedicated to the City or which are owned by the City shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations and fees of such utility.

6. OPERATION AND MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

There are currently no parks, playgrounds or swimming pools in the Annexed Area. Consequently, the City has no duty to operate or maintain parks, playgrounds and swimming pools within the Annexed Area as of the annexation date.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITIES, BUILDINGS OR MUNICIPAL SERVICES

There are currently no municipally owned facilities, buildings or other municipal services in the Annexed Area. Consequently, the City has no duty to operate or maintain parks, playgrounds and swimming pools within the Annexed Area as of the annexation date.

B. The Parties agree on the following schedule for the City to provide services that are not provided within the Annexed Area on the effective date of the annexation:

1. If the City commences providing police protection, fire protection, ambulance service or other public safety services within the City, the City shall provide such services within the Annexed Area on the same schedule and the same terms as such services are provided in other areas of the City.

2. If the City commences providing any other services that are generally available within the City limits, the City will provide such services within the Annexed Area on the same schedule and the same terms as such services are provided in other areas of the City. It is the Parties' intent that the City will provide all services within the Annexed Area for which the City assesses and collects taxes within the Annexed Area.

3. The City will operate and maintain any municipally owned facility or building constructed within the Annexed Area.

The Parties agree that the terms of this Agreement will not provide any fewer services, and it will not provide a lower level of service in the Annexed Area than were in existence in such area at the time immediately preceding the annexation process.

The Parties agree that the City is not required to provide a service in the Annexed Area that is not included in this Agreement.

EXECUTED ON THIS ____ DAY OF _____, 2020.

City of New Fairview, Texas

Mayor

ATTEST:

City Secretary

Royal Crest Properties, LLC,
a Texas limited liability company

By: _____

Title: _____

Exhibit A

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being all of those certain called 398 acre tract and 335.6 acre tract described in a deed to BCT Justin Property, LP recorded in Instrument No. 2014-84946 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Southwest corner of said 398 acre tract, the Northwest corner of a called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 (DRDCT), being in the approximate centerline intersection of Dove Hollow Lane and South County Line Road, said point being the recognized Southwest corner of said Robert A. Walker Survey, the recognized Northwest corner of James C. Jack Survey, Abstract No. 679, and the recognized East line of the Green B. Buchanan Survey, Abstract No. 32;

THENCE North 00 deg. 10 min. 24 sec. West along the West line of said 398 acre tract and the recognized West line of said Robert A. Walker Survey and the recognized East line of said Green B. Buchanan Survey, and the recognized East line of the Smith County School Land Survey, Abstract No. 1137, a distance of 5636.68 feet to a railroad spike found for the Northwest corner of said 398 acre tract and being the Southwest corner of a remainder of called 70.75 acre tract described in a deed to Walter Stewart Miller, III recorded in Volume 4575, Page 2577 (DRDCT);

THENCE North 89 deg. 55 min. 08 sec. East departing said Survey lines and continue along the North line of said 398 acre tract and the South line of said 70.75 acre tract, a distance of 342.59 feet to a 1/2" iron rod found "bent" in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 617.96 feet, a central angle of 22 deg. 00 min. 02 sec., and being subtended by a chord which bears South 79 deg. 04 min. 51 sec. East - 235.83 feet;

THENCE in an easterly direction along said curve to the left, departing said North and South lines, and continue along said South right-of-way line, a distance of 237.29 feet to a 1/2" iron rod found;

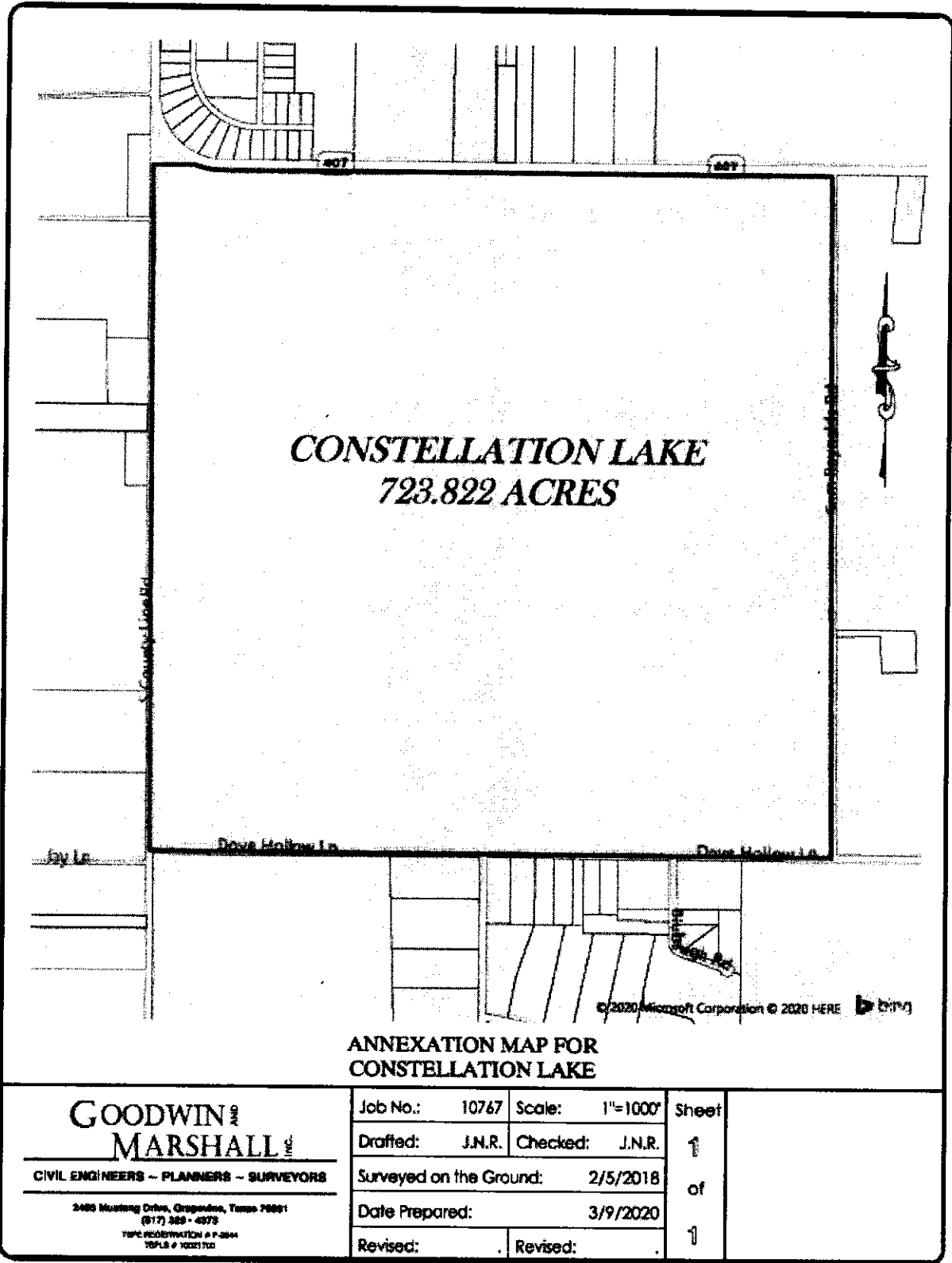
THENCE North 89 deg. 55 min. 08 sec. East tangent to said curve and continue along said South right-of-way line, a distance of 1797.59 feet to a 5/8" iron rod found;

THENCE North 89 deg. 56 min. 08 sec. East along said South right-of-way line, a distance of 3240.21 feet to a 5/8" iron rod found in the East line of said 335.6 acre tract and the West line of a called 191.8 acre tract described in a deed to Rosemarie Green Peterson and James Martin Green recorded in Volume 4172, Page 1024 (DRDCT);

THENCE South 00 deg. 24 min. 47 sec. East along said East and West lines, a distance of 5614.78 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said 335.6 acre tract and the Southwest corner of said 191.8 acre tract, same being the Southwest corner of a called 770.8 acre tract described in a deed to Nannie B. Andrews, et al recorded in Volume 112, Page 57 (DRDCT), said 770.8 acre tract being a senior tract of said 191.8 acre tract, and being in the recognized South line of said William C. Brookfield Survey and the recognized North line of said James C. Jack Survey, from which a railroad spike found for the recognized Northeast corner of said James C. Jack Survey bears South 89 deg. 50 min. 15 sec. East - 6642.23 feet and from which a 5/8" iron rod found for the Southeast corner of said 770.8 acre tract bears South 89 deg. 50 min. 15 sec. East - 7151.49 feet;

THENCE North 89 deg. 50 min. 15 sec. West along the South lines of said 335.6 acre tract and 398 acre tract, the recognized South line of said William C. Brookfield Survey, the recognized South line of said Robert A, Walker Survey, and the recognized North line of said James C. Jack Survey, a distance of 5635.41 feet to the POINT OF BEGINNING, containing 31,529,676 square feet or 723.822 acres of land, more or less.

Exhibit B



**ANNEXATION MAP FOR
CONSTELLATION LAKE**

**GOODWIN &
MARSHALL**

CIVIL ENGINEERS - PLANNERS - SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76041
(817) 389-4273
TYPE REGISTRATION # P-2844
EXPIRES # 10/31/20

Job No.:	10767	Scale:	1"=1000'
Drafted:	J.N.R.	Checked:	J.N.R.
Surveyed on the Ground:	2/5/2018		
Date Prepared:	3/9/2020		
Revised:		Revised:	

Sheet
1
of
1

E:\10767 - County Line Estates\COGO\ZONING\ANNEX\10476-ANNEX.dwg



City Council Agenda
April 20, 2020

Agenda Item:7B

Ordinance

(Action Item)

Agenda Description:

Discuss, consider and act on Ordinance No. 2020-06-201 accepting and approving a service and assessment plan and assessment roll for the Constellation Lake Public Improvement District, making a finding of special benefit to the property in the district, levying special assessments against property within the district and establishing a lien on such property, providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, providing for the method of assessment and the payment of the assessments, and providing penalties and interest on delinquent assessments.

Background Information:

The City has entered into a Development Agreement with the owner of property in the City's extraterritorial jurisdiction in connection with the Constellation Lake development. This Development Agreement calls for the annexation of the property in connection with the City's creation of a PID and agreement to reimburse the owner of the property for the costs of the construction of authorized improvements within the development through assessments on the property within the development. The City created the Constellation Lake Public Improvement District on April 6, 2020, and held a public hearing to consider levying assessments to reimburse the developer for the costs of authorized improvements within the PID on April 20, 2020. This ordinance would levy the assessments against the property within the PID.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends approval of the ordinance accepting and approving a service and assessment plan and assessment roll and levying special assessments against the property within the district.

Attachments:

Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF NEW FAIRVIEW OF PROPERTY DESCRIBED BELOW AND DEPICTED ON EXHIBIT "B", LOCATED WITHIN THE CURRENT ETJ OF THE CITY OF NEW FAIRVIEW, TEXAS, FOR ALL MUNICIPAL PURPOSES; DIRECTING AMENDMENT OF THE OFFICIAL MAPS; ESTABLISHING THE RIGHTS AND DUTIES OF INHABITANTS IN THE ANNEXED AREA; PROVIDING FOR FILING NOTICE OF THIS ANNEXATION IN DEED RECORDS OF DENTON COUNTY AND WITH THE DENTON COUNTY APPRAISAL DISTRICT; APPROVING A SERVICE AGREEMENT FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE EXCLUSION OF AREAS EXCEPTED FROM ANNEXATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas is a Type A general-law municipality located in Wise and Denton Counties, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the property owner has submitted a proper petition requesting the annexation of the hereinafter described property; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code and a public hearing on the proposed annexation was held before the City Council of the City of New Fairview; and

WHEREAS, all of the property described herein is adjacent to and within the exclusive extraterritorial jurisdiction of the City of New Fairview; and

WHEREAS, an Annexation Services Agreement has been negotiated and entered into with the owner of the property for the provision of services in the area.

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

**SECTION 1.
ANNEXATION**

That all portions of the following parcel (the "Territory") located in Denton County, Texas, are hereby annexed to the City of New Fairview as a part of the city for all municipal purposes, and the city limits are extended to include such Territory: being all that certain parcel of land situated in a portion of the William C. Brookfield Survey, Abstract No. 34, and the

Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, and being all of those certain called 398 acre tract and 335.6 acre tract described in a deed to BCT Justin Property, LP, recorded in Instrument No. 2014-84946 of the Deed Records of Denton County, Texas, as more particularly described in Exhibit "A" and depicted on Exhibit "B," attached to and incorporated in this Ordinance for all purposes.

**SECTION 2.
RIGHTS AND DUTIES OF OWNERS AND
INHABITANTS IN NEWLY ANNEXED AREA**

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of New Fairview, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

**SECTION 3.
OFFICIAL MAP**

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of New Fairview, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the city to add the territory annexed as required by law. A copy of the revised map shall be filed with the Wise and Denton County Appraisal Districts.

**SECTION 4.
FILING CERTIFIED COPY**

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Wise County and Denton County, Texas and with the Wise and Denton County Appraisal Districts.

**SECTION 5.
SERVICE AGREEMENT**

The City has entered into a Service Agreement with Royal Crest Properties, LLC concerning the services to be provided in the Territory.

**SECTION 6.
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of New Fairview, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 7.
SEVERABILITY CLAUSE**

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 8.
AREAS EXCEPTED FROM ANNEXATION**

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of New Fairview, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of New Fairview every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of New Fairview any lands or area which are presently part of and included within the limits of any other City, Town or Village, for which permission is not granted for New Fairview to annex the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

**SECTION 9.
ENROSS AND ENROLL**

The City Secretary of the City of New Fairview is directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the minutes of the City Council and by filing the ordinance in the ordinance records of the City.

**SECTION 10.
EFFECTIVE CLAUSE**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 20TH DAY OF APRIL, 2020.

Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

**EXHIBIT "A"
DESCRIPTION**

EXHIBIT "B"
DEPICTION



City Council Agenda April 20, 2020

Agenda Item:7C Constellation Lake “PD” Zoning (Action Item)

Agenda Description:

Discuss, consider and possible action on the “PD” Planned Development zoning for Constellation Lake, being 723.822 of land in the William C. Brookfield Survey, Abstract No. 34, and the Robert A. Walker Survey, Abstract No. 1302, Denton County, Texas.

Background Information:

The applicant, Don Dykstra, on-half of the property owner, Royal Crest Properties, LLC has requested voluntary annexation of 723.822 acres (see related City Council agenda item). When property is annexed into the City of New Fairview it is automatically considered to be in the “A” Agricultural district (ZO Section 6.1). The Zoning Ordinance has a provision which allows a petitioner requesting annexation to propose alternative zoning (ZO Section 6.2). The applicant has requested “PD” Planned Development matching the provisions in the previously approved Development Agreement for Constellation Lake Addition.

This agenda item summary does not replicate all the provisions of the full “PD” Planned Development ordinance and all the provisions of the Development Agreement, but it provides an overview of the “PD” major points.

The “PD” Planned Development zoning divides the overall property (723.822 acres) into seven (7) tracts with five (5) different PD zoning uses. These tracts and uses are:

- Single Family Residential, Type A, 1 acre minimum: 152.313 acres, being three parcels:
 - Parcel A-1: 48.975 acres
 - Parcel A-2: 77.589 acres
 - Parcel A-3: 25.749 acres
- Single Family Residential, Type B, 5,000 sq. ft. lot min. with sewer: 492.789 acres
- Commercial, with use table: 34.771 acres
- Multi-Family/Apartments, 24 units/acre maximum, with 10-year delay: 24.708 acres
- Townhouse/Single Family Attached, 12 units/acre maximum; 19.240 acres

Additional provisions in the “PD” include:

- Uses as listed in the each of the five PD use sections
- Driveway design provisions for Type A lots
- Connectivity Plan for sidewalks and hike/bike trails
- Parking requirements
- Special sign provisions for:
 - Main Entry monument signs,
 - Neighborhood Identification monument signs,
 - On-site directional signs,
 - Off-site directional temporary signs,
 - Model Home/Community Center temporary signs,
 - Neighborhood Builder temporary signs,
 - Builder Lot temporary signs,
 - Construction temporary signs,
 - Realtor Open House and directional temporary signs,
 - Neighborhood Promotional temporary signs,
 - Banner temporary signs,
 - Commercial signs
 - On-premise attached signs
 - On-premise detached signs
 - Monument signs
 - Pylon signs
 - Pole signs
 - Two additional 8' x 10' signs, with a maximum height of 20 feet

Financial Information:

The Constellation Lake includes a previously approved Public Improvement District (PID). Approval of "PD" Planned Development zoning will require the builders to construct houses larger which are a minimum of 2,400 square feet on the Type A lots and houses which are a minimum of 1,500 sq. ft. on the Type B lots; rather than the 1,200 square feet minimum required in the "A" Agricultural or the standard "SF" Single Family Residential zoning districts. This will result in higher property taxes to the City.

City Contact and Recommendation:

Barry Hudson AICP, Consulting City Planner

Recommendation is that the City Council approve the "PD" Planned Development zoning.

Attachments:

Constellation Lake "PD" Planned Development zoning ordinance and exhibits

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF NEW FAIRVIEW ADOPTED BY ORDINANCE NO. 2010-01-149 BY CHANGING THE ZONING DESIGNATION OF A PARCEL OF LAND BEING 723.822 ACRES OF LAND IN THE WILLIAM C. BROOKFIELD SURVEY, ABSTRACT NO. 34, AND THE ROBERT A. WALKER SURVEY, ABSTRACT NO. 1302, DENTON COUNTY, TEXAS, BORDERED ON THE EAST BY SAM REYNOLDS ROAD, ON THE NORTH BY FM 407, ON THE WEST BY SOUTH COUNTY LINE ROAD, AND ON THE SOUTH BY DOVE HOLLOW LANE, FROM UNZONED (EXTRATERRITORIAL JURISDICTION) TO PD – PLANNED DEVELOPMENT FOR SINGLE-FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, TOWNHOMES AND COMMERCIAL USES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas (the “City”) is authorized by Section 211.005, “Districts” of the Texas Local Government Code to zone property into districts; and

WHEREAS, the owner of the parcel of land within the City, being 723.822 acres of land in the William C. Brookfield Survey, Abstract No. 34, and the Robert A. Walker Survey, Abstract No. 1302, Denton County, Texas for the development of the Constellation Lake Addition, and being bordered on the east by Sam Reynolds Road, on the north by FM 407, on the west by South County Line Road, and on the south by Dove Hollow Lane (the “Property”), initiated this amendment to the City’s zoning map; and

WHEREAS, the Property is described by metes and bounds in Exhibit A and depicted in the Zoning Exhibit attached a Exhibit B, which are incorporated into this ordinance for any and all purposes; and

WHEREAS, the City and Royal Crest Properties, LLC entered into that certain Development Agreement dated _____ governing development of the Property, pursuant to Section 212.171, et seq. of the Texas Local Government Code; and

WHEREAS, the City does not have a Planning and Zoning Commission; and

WHEREAS, the City Council of the City has published and mailed notices of the public hearings in compliance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council held a public hearing on April 6, 2020, with respect to the zoning described herein; and

WHEREAS, the City Council adopted Ordinance No. _____ annexing the Property on _____, 2020, whereupon the Property was temporarily zoned "A" Agricultural; and

WHEREAS, the City Council finds that the proposed zoning change is consistent with the goals and objectives of the City and is necessary to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and to encourage the most appropriate use of land throughout the City;

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

SECTION 1

Planned Development/Single-Family Residential with On-Site Sewage Facilities

Legal Description: Three tracts of land, totaling approximately 152.313 acres of the Property, shown as Parcels A-1, A-2 and A-3 on the Zoning Exhibits attached as **Exhibit B**, and more specifically described as follows:

Parcel A-1

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, Denton County, Texas, being part of that certain called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the Northeast corner of said 723.822 acre tract, being in the West line of a called 191.8 acre tract described in a deed to Rosemarie Green Peterson, Rosemarie Green Peterson, Trustee of the Rosemarie Green Peterson Trust, and Rosemarie Green Peterson, Trustee of the Green Real Property Trust recorded in Volume 740, Page 887, Volume 4172, Page 1021 (as affected by Correction Deed of Gift Volume 4362, Page 2488), Volume 4172, Page 1024, Volume 4362, Page 2492, Instrument No. 2007-136102, and Instrument No. 2019-147731, (DRDCT), and being in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width);

THENCE South 00 deg. 24 min. 47 sec. East departing said South right-of-way line and continue along the East line of said 723.822 acre tract and the West line of said 191.8 acre tract, a distance of 5,614.78 feet to a P.K. nail found with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said 723.822 acre tract and the Southwest corner of said 191.8 acre tract, said point being in the recognized South line of said William C. Brookfield Survey, the recognized North line of the James C. Jack Survey, Abstract No. 679, from which a

railroad spike found for the recognized Northeast corner of said James C. Jack Survey bears South 89 deg. 50 min. 15 sec. East – 6,642.23 feet;

THENCE North 89 deg. 50 min. 15 sec. West along the South line of said 723.822 acre tract, the recognized South line of said William C. Brookfield Survey, and the recognized North line of said James C. Jack Survey, a distance of 380.02 feet;

THENCE North 00 deg. 24 min. 47 sec. West departing said lines, a distance of 5,613.28 feet to the North line of said 723.822 acre tract and the South right-of-way line of said Farm-to-Market Highway No. 407;

THENCE North 89 deg. 56 min. 08 sec. East along said North line and South right-of-way line, a distance of 380.01 feet to the **POINT OF BEGINNING**, containing 2,133,331 square feet or 48.975 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Parcel A-2

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being part of that certain called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Southwest corner of said 723.822 acre tract, the Northwest corner of a called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 (DRDCT), being in the approximate centerline of the intersection of Dove Hollow Lane and South County Line Road, said point being the recognized Southwest corner of said Robert A. Walker Survey, the recognized Northwest corner of the James C. Jack Survey, Abstract No. 679, and being in the recognized East line of the Green B. Buchanan Survey, Abstract No. 32, from which a railroad spike found for the Northwest corner of said 723.822 acre tract bears North 00 deg. 10 min. 24 sec. West – 5,636.68 feet;

THENCE North 00 deg. 10 min. 24 sec. West along the West line of said 723.822 acre tract and the recognized West line of said Robert A. Walker Survey, the recognized East line of said Green B. Buchanan Survey, and the approximate centerline of said South County Line Road, a distance of 4,777.81 feet;

THENCE North 89 deg. 04 min. 00 sec. East departing said lines, a distance of 380.03 feet;

THENCE South 00 deg. 10 min. 24 sec. East, a distance of 3,480.02 feet;

THENCE South 89 deg. 49 min. 36 sec. West, a distance of 350.00 feet;

THENCE South 00 deg. 10 min. 24 sec. East, a distance of 40.00 feet;

THENCE North 89 deg. 49 min. 36 sec. East, a distance of 350.00 feet;

THENCE South 00 deg. 10 min. 24 sec. East, a distance of 885.05 feet;

THENCE South 89 deg. 50 min. 15 sec. East, a distance of 205.77 feet;

THENCE South 00 deg. 09 min. 45 sec. West, a distance of 350.00 feet;

THENCE South 89 deg. 50 min. 15 sec. East, a distance of 60.00 feet;

THENCE North 00 deg. 09 min. 45 sec. East, a distance of 350.00 feet;

THENCE South 89 deg. 50 min. 15 sec. East, a distance of 3,929.18 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 250.00 feet, a central angle of 17 deg. 39 min. 36 sec., and being subtended by a chord which bears South 08 deg. 40 min. 03 sec. East - 76.75 feet;

THENCE in a southerly direction along said curve to the right, a distance of 77.06 feet;

THENCE South 00 deg. 09 min. 45 sec. West tangent to said curve, a distance of 304.16 feet to the South line of said 723.822 acre tract, said point being in the recognized South line of said William C. Brookfield Survey, the recognized North line of said James C. Jack Survey;

THENCE North 89 deg. 50 min. 15 sec. West recognized South line of said William C. Brookfield Survey, the recognized North line of said James C. Jack Survey, a distance of 4,584.51 feet to the **POINT OF BEGINNING**, containing 3,379,786 square feet or 77.589 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Parcel A-3

All that certain lot, tract, or parcel of land, situated in a portion of the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being part of that certain called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a railroad spike found for the Southwest corner of said 723.822 acre tract, the Northwest corner of a called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 (DRDCT), being in the approximate centerline of the intersection of Dove Hollow Lane and South County Line Road, said point being the recognized

Southwest corner of said Robert A. Walker Survey, the recognized Northwest corner of the James C. Jack Survey, Abstract No. 679, and being in the recognized East line of the Green B. Buchanan Survey, Abstract No. 32, from which a railroad spike found for the Northwest corner of said 723.822 acre tract bears North 00 deg. 10 min. 24 sec. West – 5,636.68 feet, and from which a P.K. nail found with washer stamped “GOODWIN & MARSHALL” for the Southeast corner of said 723.822 acre tract bears South 89 deg. 50 min. 15 sec. East – 5,635.41 feet;

THENCE North 00 deg. 10 min. 24 sec. West along the West line of said 723.822 acre tract and the recognized West line of said Robert A. Walker Survey, the recognized East line of said Green B. Buchanan Survey, and the approximate centerline of said South County Line Road, a distance of 1,262.83 feet;

THENCE North 89 deg. 49 min. 36 sec. East departing said lines, a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 00 deg. 10 min. 24 sec. West, a distance of 40.00 feet;

THENCE North 89 deg. 49 min. 36 sec. East, a distance of 350.00 feet;

THENCE North 00 deg. 10 min. 24 sec. West, a distance of 640.96 feet;

THENCE South 57 deg. 29 min. 22 sec. East, a distance of 210.46 feet;

THENCE South 37 deg. 49 min. 16 sec. East, a distance of 1,736.67 feet;

THENCE South 44 deg. 29 min. 38 sec. East, a distance of 118.86 feet;

THENCE North 89 deg. 50 min. 15 sec. West, a distance of 1,055.21 feet;

THENCE South 00 deg. 09 min. 45 sec. West, a distance of 350.00 feet;

THENCE North 89 deg. 50 min. 15 sec. West, a distance of 60.00 feet;

THENCE North 00 deg. 09 min. 45 sec. East, a distance of 350.00 feet;

THENCE North 89 deg. 50 min. 15 sec. West, a distance of 205.77 feet;

THENCE North 00 deg. 10 min. 24 sec. West, a distance of 885.05 feet;

THENCE South 89 deg. 49 min. 36 sec. West, a distance of 350.00 feet to the **POINT OF BEGINNING**, containing 1,121,644 square feet or 25.749 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Zoning Change: From “A” Agricultural to PD Planned Development for Single-Family Residential with on-site septic systems (Type A lots, as defined in the Development Agreement), in accordance with the following regulations:

1. Permitted uses:
 - a. Detached single-family residential dwellings and accessory structures
 - b. Athletic fields (noncommercial)
 - c. Schools (private or public)
 - d. Marketing and sales centers associated with the development of the Property
 - e. Temporary construction offices and storage yards associated with development of the Property
 - f. Home occupations
 - g. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
 - h. Recreation centers, pools
 - i. Communication towers and related facilities
 - j. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days
 - k. Agricultural uses
 - l. Drilling and production of natural gas – if any gas well site shown on the Concept Plan is abandoned, such area may be used for any permitted use.

2. Development standards:

Minimum Lot Size and Dimensions	
Lot Area (sq. ft.)	43,560
Lot Width (feet)	100
Lot width of corner Lots (feet)	120
Lot Depth (feet)	200
Dwelling Minimum Square Footage	2,400
Yard Requirements	
Front Yard minimum (feet)	50
Side Yard minimum (feet)	10
Side Yard of Corner Lots minimum (feet)	30
Rear Yard minimum (feet)	20
Rear Yard Double Front Lots minimum (feet)	20
Maximum Lot Coverage	30%
House Requirements	
Main structure maximum height (feet)	40
Accessory structure maximum height (feet)	14
Roof pitch maximum	6/12
Driveways	See Attachment 1

3. Special Conditions:

- a. Three-tab roofing shall not be permitted.
- b. No alleys shall be required and garage doors may face the street.
- c. Sidewalks and hike and bike trails shall be installed per Connectivity Plan attached as **Attachment 2**. Connectivity Plan shall be modified to be consistent with any changes to street alignments.
- d. No tree ordinance shall apply. Each builder shall plant or preserve a minimum of three three-inch trees on each residential lot.
- e. All lot purchasers will be required by deed to be members of a homeowners' association.
- f. Accessory buildings may be metal on a concrete slab.
- g. Parking shall be in accordance with the parking table attached as **Attachment 3**.

h. No fence requirements apply.

SECTION 2

Planned Development/Single-Family Residential with Sewer Service

Legal Description: Approximately 492.789 acres of the Property, shown as Parcel B on the Zoning Exhibits attached as **Exhibit B**, and more specifically described as follows:

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being part of that certain called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a railroad spike found for the Southwest corner of said 723.822 acre tract, the Northwest corner of a called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 (DRDCT), being in the approximate centerline of the intersection of Dove Hollow Lane and South County Line Road, said point being the recognized Southwest corner of said Robert A. Walker Survey, the recognized Northwest corner of the James C. Jack Survey, Abstract No. 679, and being in the recognized East line of the Green B. Buchanan Survey, Abstract No. 32, from which a railroad spike found for the Northwest corner of said 723.822 acre tract bears North 00 deg. 10 min. 24 sec. West – 5,636.68 feet;

THENCE North 00 deg. 10 min. 24 sec. West along the West line of said 723.822 acre tract and the recognized West line of said Robert A. Walker Survey, the recognized East line of said Green B. Buchanan Survey, and the approximate centerline of said South County Line Road, a distance of 4,777.81 feet;

THENCE North 89 deg. 04 min. 00 sec. East departing said lines, a distance of 380.03 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 89 deg. 04 min. 00 sec. East, a distance of 221.48 feet;

THENCE North 85 deg. 53 min. 25 sec. East, a distance of 1,264.06 feet;

THENCE South 82 deg. 11 min. 30 sec. East, a distance of 315.73 feet;

THENCE North 85 deg. 21 min. 30 sec. East, a distance of 946.59 feet;

THENCE North 88 deg. 56 min. 31 sec. East, a distance of 322.05 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 610.00 feet, a central angle of 9 deg. 31 min. 1 sec., and being subtended by a chord which bears North 04 deg. 49 min. 23 sec. West - 101.21 feet;

THENCE in a northerly direction along said curve to the right, a distance of 101.32 feet;

THENCE North 00 deg. 03 min. 52 sec. West tangent to said curve, a distance of 577.53 feet to the North line of said 723.822 acre tract and being in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width);

THENCE North 89 deg. 56 min. 08 sec. East along said North line and South right-of-way line, a distance of 1,797.97 feet;

THENCE South 00 deg. 24 min. 47 sec. East departing said North line and South right-of-way line, a distance of 4,590.54 feet;

THENCE South 89 deg. 35 min. 13 sec. West, a distance of 997.05 feet;

THENCE South 00 deg. 09 min. 45. sec. West, a distance of 236.04 feet to a Point of Curvature of a circular curve to the left, having a radius of 250.00 feet, a central angle of 70 deg. 54 min. 1 sec., and being subtended by a chord which bears South 35 deg. 17 min. 16 sec. East - 290.00 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 309.36 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 250.00 feet, a central angle of 53 deg. 14 min. 25 sec., and being subtended by a chord which bears South 44 deg. 07 min. 04 sec. East - 224.04 feet;

THENCE in a southeasterly direction along said curve to the right, a distance of 232.30 feet;

THENCE North 89 deg. 50 min. 15 sec. West non-tangent to said curve, a distance of 2,873.97 feet;

THENCE North 44 deg. 29 min. 38 sec. West, a distance of 118.86 feet;

THENCE North 37 deg. 49 min. 16 sec. West, a distance of 1,736.67 feet;

THENCE North 57 deg. 29 min. 22 sec. West, a distance of 210.46 feet;

THENCE North 00 deg. 10 min. 24 sec. West, a distance of 2,839.06 feet to the **POINT OF BEGINNING**, containing 21,465,901 square feet or 492.789 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Zoning Change: From "A" Agricultural to PD Planned Development for Single-Family Residential with wastewater treatment services (Type B lots, as defined in Development Agreement), in accordance with the following regulations:

1. Permitted uses:
 - a. Detached single-family residential dwellings and accessory structures

- b. Athletic fields (noncommercial)
- c. Schools (private or public)
- d. Marketing and sales centers associated with the development of the Property
- e. Temporary construction offices and storage yards associated with development of the Property
- f. Home occupations
- g. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
- h. Recreation centers, pools
- i. Communication towers and related facilities
- j. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days
- k. Agricultural uses; provided, however, agricultural uses shall be prohibited on land included within an approved final plat
- l. Drilling and production of natural gas – if any gas well site shown on the Concept Plan is abandoned, such area may be used for any permitted use.

2. Development standards:

Minimum Lot Size and Dimensions	
Lot Area (sq. ft.)	5,000*
Lot Width (feet)	50
Lot width of corner Lots (feet)	55
Lot Depth (feet)	100
Dwelling Minimum Square Footage	1,500
Yard Requirements	
Front Yard minimum (feet)	20
Side Yard minimum (feet)	5
Side Yard of Corner Lots minimum (feet)	10
Rear Yard minimum (feet)	15
Rear Yard Double Front Lots minimum (feet)	20
Maximum Lot Coverage	50%
House Requirements	
Main structure maximum height (feet)	40
Accessory structure maximum height (feet)	14
Roof Pitch maximum	6/12

*See Special Conditions, Section 4(i) for average lot area requirement.

3. Special Conditions:

- a. Three-tab roofing shall not be permitted.
- b. No alleys shall be required and garage doors may face the street.
- c. Sidewalks and hike and bike trails shall be installed per Connectivity Plan attached as **Attachment 2**. Connectivity Plan shall be modified to be consistent with any changes to street alignments.
- d. No tree ordinance shall apply. Each builder shall plant or preserve a minimum of three three-inch trees on each Type A Lot and a minimum of two three-inch trees on each residential lot.
- e. All lot purchasers will be required by deed to be members of a homeowners' association.
- f. Accessory buildings may be metal on a concrete slab.

- g. Parking shall be in accordance with the parking table attached as **Attachment 3**.
- h. Fence requirements:
 - (i) Developer shall install a 6-foot masonry wall or a 6-foot tubular steel fence with living screen, at Developer's election, on lot lines that back to a roadway.
 - (ii) Owner shall approve, and homebuilder shall install, a 6-foot wood privacy fence enclosing the rear yard of each Type B Lot, except for lot lines that are adjacent to parkland or open space, in which case a 6-foot decorative or tubular steel fence shall be installed.
- i. The average area of all Type B lots in each preliminary plat submitted to the City shall be a minimum of 7,000 square feet.

SECTION 3

Planned Development/Townhomes

Legal Description: Approximately 19.240 acres of the Property, shown as Parcel TH on the Zoning Exhibits attached as **Exhibit B**, and more specifically described as follows:

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, Denton County, Texas, being part of that certain called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a P.K. nail found with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said 723.822 acre tract, from which a railroad spike found for the Southwest corner of same bears North 89 deg. 50 min. 15 sec. West – 5,635.41 feet;

THENCE North 89 deg. 50 min. 15 sec. West along said South line, a distance of 380.02 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 89 deg. 50 min. 15 sec. West along said South line, a distance of 670.88 feet;

THENCE North 00 deg. 09 min. 45 sec. East departing said South line, a distance of 304.16 feet to a Point of Curvature of a circular curve to the left, having a radius of 250.00 feet, a central angle of 70 deg. 54 min. 1 sec., and being subtended by a chord which bears North 35 deg. 17 min. 16 sec. West - 290.00 feet;

THENCE in a northwesterly direction along said curve to the left, a distance of 309.36 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 250.00 feet, a

central angle of 70 deg. 54 min. 1 sec., and being subtended by a chord which bears North 35 deg. 17 min. 16 sec. West - 290.00 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 309.36 feet;

THENCE North 00 deg. 09 min. 45 sec. East tangent to said curve, a distance of 236.04 feet;

THENCE North 89 deg. 35 min. 13 sec. East, a distance of 997.05 feet;

THENCE South 00 deg. 24 min. 47 sec. East, a distance of 1,022.74 feet to the **POINT OF BEGINNING**, containing 838,098 square feet or 19.240 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Zoning Change: From "A" Agricultural to PD for Townhomes in accordance with the following development regulations:

1. Permitted uses:
 - a. Attached single-family residential dwellings (townhomes) and related accessory structures
 - b. Detached single-family residential dwellings and related accessory structures
 - c. Marketing and sales centers associated with development of the Property
 - d. Temporary construction offices and storage yards associated with development of the Property
 - e. Public works, including without limitation drainage facilities, water wells, and water and wastewater treatment, pumping, storage and transmission facilities
 - f. Home occupations
 - g. Parks, playgrounds, trails, swimming pools and other forms of improved and unimproved open space.
 - h. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days
 - i. Agricultural uses; provided, however, agricultural uses shall be prohibited on land included within an approved final plat
2. Development standards for townhomes are as follows:

Open space	15% minimum
Units per acre	Maximum number of 12 units per acre.
Maximum façade length	Maximum building façade length of 250 feet
Front yard	None required
Side yard	
Interior lot	5 feet minimum adjacent to street
Corner lot	10 feet minimum adjacent to both streets
Height	40 feet maximum
Bldg. separation	10 feet minimum

3. Parking shall be in accordance with the parking table attached as **Attachment 3.**

SECTION 4

Planned Development/Multi-Family

Legal Description: Approximately 24.708 acres of the Property, shown as Parcel MF on the Zoning Exhibits attached as **Exhibit B**, and more specifically described as follows:

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being part of that certain called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a railroad spike found for the Northwest corner of said 723.822 acre tract and being in the approximate centerline of South County Line Road, from which a railroad spike found for the Southwest corner of same bears South 00 deg. 10 min. 24 sec. East – 5,636.68 feet;

THENCE North 89 deg. 55 min. 08 sec. East along the North line of said 723.822 acre tract, a distance of 342.59 feet 1/2" iron rod found (bent) in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 617.96 feet, a central angle of 22 deg. 0 min. 2 sec., and being subtended by a chord which bears South 79 deg. 04 min. 51 sec. East - 235.83 feet;

- c. Detached single-family residential dwellings and related accessory structures
- d. Marketing and sales centers associated with development of the Property
- e. Temporary construction offices and storage yards associated with development of the Property
- f. Public works, including without limitation drainage facilities, water wells, and water and wastewater treatment, pumping, storage and transmission facilities
- g. Home occupations
- h. Parks, playgrounds, trails, swimming pools and other forms of improved and unimproved open space
- i. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days
- j. Drilling and production of natural gas - if any gas well site shown on the Concept Plan is abandoned, such area may be used for any permitted use or open space.
- k. Agricultural uses; provided, however, agricultural uses shall be prohibited on land included within an approved final plat

2. Development standards for multi-family residential dwelling are as follows:

Yard Requirements	
Front Yard minimum (feet)	25
Side Yard minimum (feet)	5
Side Yard of Corner Lots minimum (feet)	10
Rear Yard minimum (feet)	15
Rear Yard Double Front Lots minimum (feet)	20
Setback from Single-Family residential district	Three feet for every one foot (3:1) as measured from slab to top of sill plate, or two feet for every one foot (2:1) in overall height when measured from lowest finished grade to the peak of the roof,

	<p>whichever is greater, with a 30 feet minimum setback</p> <p>One foot for every one foot (1: 1) setback with a 10-foot minimum setback for one-story garages and carports</p> <p>20-foot minimum setback for dumpster enclosures and one-story accessory structures</p>
Lot Coverage maximum	50%
Maximum number of units per gross acre	24
Open space	20%
Dwelling Regulations	
Main structure maximum height (feet)	36 feet, slab to top plate and 48 feet maximum, slab to top plate, for buildings set back more than 250 feet from single-family district.
Accessory structure maximum height (feet)	14
Roof Pitch maximum	6/12
Minimum unit size (sq. ft.)	<p>1 bedroom: 650</p> <p>2 bedrooms: 800</p> <p>3 bedrooms: 900</p>

3. Parking shall be in accordance with the parking table attached as **Attachment 3.**
4. Construction of multifamily dwellings on the Property shall not commence before the tenth anniversary of the Effective Date.

SECTION 5

Planned Development/Commercial

Legal Description: Approximately 34.771 acres of the Property, shown as Commercial on the Zoning Exhibits attached as **Exhibit B**, and more specifically described as follows:

All that certain lot, tract, or parcel of land, situated in a portion of the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being part of that certain called 723.822 acre tract

described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Northwest corner of said 723.822 acre tract and being in the approximate centerline of South County Line Road, from which a railroad spike found for the Southwest corner of same bears South 00 deg. 10 min. 24 sec. East – 5,636.68 feet;

THENCE North 89 deg. 55 min. 08 sec. East along the North line of said 723.822 acre tract, a distance of 342.59 feet 1/2" iron rod found (bent) in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 617.96 feet, a central angle of 22 deg. 0 min. 2 sec., and being subtended by a chord which bears South 79 deg. 04 min. 51 sec. East - 235.83 feet;

THENCE in an easterly direction along said curve to the left, the South right-of-way line of said Farm-to-Market Highway No. 407, and the North line of said 723.822 acre tract, a distance of 237.29 feet 1/2" iron rod found;

THENCE North 89 deg. 55 min. 08 sec. East tangent to said curve and continue along said North line and South right-of-way line, a distance of 1,358.30 feet, from which a 5/8" iron rod found in said North line and South right-of-way line bears North 89 deg. 55 min. 08 sec. East – 439.29 feet;

THENCE South 00 deg. 04 min. 52 sec. East departing said North line and South right-of-way line, a distance of 725.63 feet;

THENCE North 82 deg. 11 min. 30 sec. West, a distance of 69.28 feet;

THENCE South 85 deg. 53 min. 25 sec. West, a distance of 1,264.06 feet;

THENCE South 89 deg. 04 min. 00 sec. West, a distance of 601.51 feet to the West line of said 723.822 acre tract and being in the approximate centerline of said South County Line Road;

THENCE North 00 deg. 10 min. 24 sec. West along said West line, a distance of 858.87 feet to the **POINT OF BEGINNING**, containing 1,514,615 square feet or 34.771 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Zoning Change: From “A” Agricultural to PD for Commercial in accordance with the following development regulations:

1. Permitted uses:
 - a. All uses permitted in the Commercial (C) District pursuant to the City's zoning ordinance as of the Effective Date of this Agreement as set out in **Attachment 4**.
 - b. Marketing and sales centers associated with development of the Property
 - c. Construction offices associated with development of the Property
 - d. Temporary concrete or asphalt batch plants associated with development of the Property
 - e. Agricultural uses; provided, however, agricultural uses shall be prohibited on land included within an approved final plat
 - f. Drilling and production of natural gas – if any gas well site shown on the Concept Plan is abandoned, such area may be used for any permitted use or open space.

2. Development standards for commercial development are as follows:

Minimum Lot Area	None
Minimum Lot Width	None
Minimum Lot Depth	None
Minimum Front Yard	25 ft.
Minimum Side Yard	None, except 35 ft. when adjacent to residential use
Minimum Side Yard adjacent to street (corner lot)	25 ft.
Minimum Rear Yard	None, except 35 feet when adjacent to residential use
Maximum Building Height	65 ft.
Accessory structure maximum height (feet)	14

3. Parking shall be in accordance with the parking table attached as **Attachment 3**.

SECTION 6
Signs

The following sign regulations apply to the Property as described in **Exhibit A**:

1. **Signage**. All signage provided on the Property shall conform to the standards defined below. If the City has one or more sign regulations that are more permissive than the standards, set out below, Owner may elect to comply with such City regulation.

2. **Development Main Identification**. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.

(a) **Number and Location**. A maximum of one sign shall be permitted at each main entry to the development located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.

(b) **Sign Faces**. A maximum of two sign faces shall be permitted.

(c) **Maximum Surface Area**. A maximum surface area of 30 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building materials is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.

(d) **Maximum Height**. The sign shall not exceed 8 feet from average finished grade.

(e) **Time Period**. Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.

3. **Neighborhood Identification**. Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development.

(a) **Number and Location**. A maximum of one sign shall be permitted at the main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.

(b) **Sign Faces**. A maximum of two sign faces shall be permitted.

(c) **Maximum Surface Area**. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative

treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.

4. On-Site Directional. On Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall contain no advertising copy other than the project logos, and shall be of a similar type and style throughout the development. On-Site Directional signage shall be constructed as permanent signage.

(a) Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of 200 feet from the perimeter of the overall development. If On-Site Directional signage is proposed within 200 feet of the perimeter of the development, then the total number of signs within 200 feet of the perimeter of the development will be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably withheld.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be 140 square feet for rectangular structures and 110 square feet for cylindrical structures.

(d) Maximum Height. The maximum height of the overall sign structure shall not exceed seven feet from average finished grade.

(e) Time Period. On-Site Directional signs are intended to be permanent in nature and shall be allowed for the life of the development.

5. Off-Site Directional. Off-Site Directional signs shall be a temporary sign permitted in order to communicate directional information to the overall tract and/or for individual parcels without frontage on a thoroughfare.

A. Number and Location. A maximum of two signs shall be permitted for the overall development and one sign for each additional internal individually platted parcel. Off-Site Directional signs shall be permitted in the following locations:

(i) On a parcel abutting the parcel identified on the directional sign.

(ii) On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.

(iii) On a parcel adjacent to an arterial or collector street. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably held.

B. Sign Faces. A maximum of two sign faces shall be permitted.

C. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face.

D. Maximum Height. The sign shall not exceed 10 feet from average finished grade.

E. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

6. Model Home/Community Center. A Model Home/Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.

(a) Number and Location. A maximum of one sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 20 square feet shall be permitted for each sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

7. Neighborhood Builder. A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within the neighborhood.

(a) Number and Location. A maximum of two signs shall be permitted for each neighborhood. Signs shall be located on the applicable neighborhood tract and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 20 square feet shall be permitted for each sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

8. Builder Lot. A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.

(a) Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of one sign face shall be permitted.

(c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for the sign face.

(d) Maximum Height. The sign shall not exceed four feet from average finished grade.

(e) Time Period. Signs shall be removed upon completion of the construction project.

9. Construction. A Construction sign shall be a temporary sign with the purpose of identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, or decorator engaged in the design, construction or improvement of the premises on which the sign is located.

(a) Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of one sign face shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 32 square feet shall be permitted for the sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall be removed upon completion of the construction project.

10. Realtor Open House and Directional. Realtor Open House and Directional signs shall be temporary signs utilized during the weekend with the purpose of identifying a house for sale and providing route information to the advertised house. Realtor Open House signs shall be separate from and do not include typical For Sale signs for the subject property.

(a) Number and Location. A maximum of one sign (for the purposes of a Realtor Open House) shall be permitted for each lot where a house is for sale. In addition, a maximum of three off-site directional sign shall be permitted to provide route information. The Realtor Open House sign shall only be permitted on the lot where the house is for sale. Off-Site Directional signage shall not be placed closer than three feet from the curb or edge of pavement of any street.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.

(d) Maximum Height. The sign shall not exceed four feet from average finished grade.

(e) Time Period. Signs shall only be permitted within the hours of noon Friday through noon Monday.

11. Neighborhood Promotional. A Neighborhood Promotional sign shall be a temporary sign with the purpose of identifying a newly opened model home, neighborhood closeout or similar advertisement.

(a) Number and Location. A maximum of two signs per individually platted neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 96 square feet shall be permitted for such sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall only be permitted for a maximum of two weeks and no more than two times annually for each neighborhood.

12. Banner. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

(a) Number and Location. A maximum of one sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.

(d) Time Period. A Banner sign shall be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

13. Banner, Seasonal. A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

(a) Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by homeowners' association or property owners' association.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.

(d) Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

14. On-Premise Attached Signs in Commercial Area

(a) The following size limits apply to buildings occupied by a single tenant and to individual tenant spaces in buildings with multiple tenants. One or more attached signs may be erected on each facade of the occupied space. The signs may have a total area of 10% of the area of the facade to which the signs are attached, with a maximum aggregate area of 500 square feet per facade. Doors and windows shall be included in the calculation of the facade area. The facade area shall be calculated by multiplying the width times the height, with a maximum calculated height of 15 feet. For structures exceeding 15 feet in height, allowable sign square footage shall be calculated as one and one-half square feet per linear foot of building facade.

(b) Length of an attached sign is limited to 75% of the lineal footage of the building or commercial space, whichever is less.

(c) The entire length and height of backlit awnings in which the lighting causes the illumination of the awning, of which the length will be limited to subsection (b) above, will be counted toward the allowed square footage of attached signs.

(d) Signs shall not project more than three feet from the building or canopy.

(e) Signs may be installed upon the roof subject to the following conditions:

- (1) The area of the sign shall not exceed 10% of the area of the closest wall of the building above which the sign is placed; and
 - (2) The sign shall not exceed four feet above the roof or top of the parapet wall at the roof, whichever is higher; and
15. On-Premise Detached Signs in Commercial Area
- (a) Monument signs are permitted, subject to the following:
 - (1) Maximum height: Eight feet.
 - (2) Maximum width: Sixteen feet.
 - (3) Maximum advertised message area: Ninety-six square feet.
 - (4) Minimum ground contact: Seventy-five percent of structure's width.
 - (b) Pylon signs are permitted, subject to the following:
 - (1) Maximum height: Eight feet at the right-of-way line and one additional foot in height for each one foot of setback, up to 20 feet. Setback sign one foot for each foot in height from all adjacent property lines.
 - (2) Maximum width: Twelve feet.
 - (3) Maximum advertised message area: Two hundred square feet.
 - (4) Minimum ground contact: Fifty percent of structure's width.
 - (c) Pole signs are permitted, subject to the following:
 - (1) Maximum height: Twenty-five feet allowed at the right-of-way line and one additional foot in height for each one foot of setback, up to 35 feet. Setback sign one foot for each foot in height from all adjacent property lines.
 - (2) Maximum width: Twenty-four feet.
 - (3) Maximum advertised message area: Three hundred and twenty square feet.
 - (d) One detached sign may be erected on each platted lot. Additional signs may be erected under the following circumstances:

- (1) On corner lots and through lots, one sign shall be allowed on each street on which the property has frontage.
 - (2) On lots having more than 100 feet of street frontage, more than one detached sign may be installed provided that such signs are at least 100 feet apart and the total area of all signs does not exceed the maximum allowable sign area set forth in subsection (f) below.
16. Notwithstanding any other provision of this section to the contrary, two signs with 8 foot by 10 foot sign faces and a maximum height of 20 feet are permitted.

SECTION 7

In the event of any conflict between the Development Agreement and this ordinance or any zoning ordinance adopted by the City Council applicable to the Property, the provisions of the Development Agreement will prevail, except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance.

SECTION 8

Development Plan is waived. The Property shall be developed consistent with the Concept Plan pursuant to the Development Agreement.

SECTION 9

Site plan is waived.

SECTION 10

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in zoning referenced in this ordinance.

SECTION 11

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 12

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 13

All rights or remedies of the City of New Fairview, Texas, are expressly saved as to any and all violations of the city's zoning ordinance, as amended, or any other ordinance affecting zoning and land use thereto that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 14

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

SECTION 15

The City Secretary of the City of New Fairview, Texas, is hereby directed to publish in the official newspaper of the City of New Fairview, the caption, penalty clause, publication clause, and effective date clause of this Ordinance for two (2) days as required by section 52.012 of the Texas Local Government Code.

SECTION 16

This Ordinance shall take effect from and after its date of passage and publication in accordance with law, and it is so ordained.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2020.

Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

Exhibit A
Legal Description of the Property

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being all of those certain called 398 acre tract and 335.6 acre tract described in a deed to BCT Justin Property, LP recorded in Instrument No. 2014-84946 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Southwest corner of said 398 acre tract, the Northwest corner of a called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 (DRDCT), being in the approximate centerline intersection of Dove Hollow Lane and South County Line Road, said point being the recognized Southwest corner of said Robert A. Walker Survey, the recognized Northwest corner of James C. Jack Survey, Abstract No. 679, and the recognized East line of the Green B. Buchanan Survey, Abstract No. 32;

THENCE North 00 deg. 10 min. 24 sec. West along the West line of said 398 acre tract and the recognized West line of said Robert A. Walker Survey and the recognized East line of said Green B. Buchanan Survey, and the recognized East line of the Smith County School Land Survey, Abstract No. 1137, a distance of 5636.68 feet to a railroad spike found for the Northwest corner of said 398 acre tract and being the Southwest corner of a remainder of called 70.75 acre tract described in a deed to Walter Stewart Miller, III recorded in Volume 4575, Page 2577 (DRDCT);

THENCE North 89 deg. 55 min. 08 sec. East departing said Survey lines and continue along the North line of said 398 acre tract and the South line of said 70.75 acre tract, a distance of 342.59 feet to a 1/2" iron rod found "bent" in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 617.96 feet, a central angle of 22 deg. 00 min. 02 sec., and being subtended by a chord which bears South 79 deg. 04 min. 51 sec. East - 235.83 feet;

THENCE in an easterly direction along said curve to the left, departing said North and South lines, and continue along said South right-of-way line, a distance of 237.29 feet to a 1/2" iron rod found;

THENCE North 89 deg. 55 min. 08 sec. East tangent to said curve and continue along said South right-of-way line, a distance of 1797.59 feet to a 5/8" iron rod found;

THENCE North 89 deg. 56 min. 08 sec. East along said South right-of-way line, a distance of 3240.21 feet to a 5/8" iron rod found in the East line of said 335.6 acre tract and the West line of a called 191.8 acre tract described in a deed to Rosemarie Green Peterson and James Martin Green recorded in Volume 4172, Page 1024 (DRDCT);

THENCE South 00 deg. 24 min. 47 sec. East along said East and West lines, a distance of 5614.78 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said 335.6 acre tract and the Southwest corner of said 191.8 acre tract, same being the Southwest corner of a called 770.8 acre tract described in a deed to Nannie B. Andrews, et al recorded in Volume 112, Page 57 (DRDCT), said 770.8 acre tract being a senior tract of said 191.8 acre tract, and being in the recognized South line of said William C. Brookfield Survey and the recognized North line of said James C. Jack Survey, from which a railroad spike found for the recognized Northeast corner of said James C. Jack Survey bears South 89 deg. 50 min. 15 sec. East - 6642.23 feet and from which a 5/8" iron rod found for the Southeast corner of said 770.8 acre tract bears South 89 deg. 50 min. 15 sec. East - 7151.49 feet;

THENCE North 89 deg. 50 min. 15 sec. West along the South lines of said 335.6 acre tract and 398 acre tract, the recognized South line of said William C. Brookfield Survey, the recognized South line of said Robert A. Walker Survey, and the recognized North line of said James C. Jack Survey, a distance of 5635.41 feet to the POINT OF BEGINNING, containing 31,529,676 square feet or 723.822 acres of land, more or less

Exhibit B
Zoning Exhibits

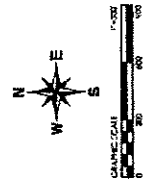
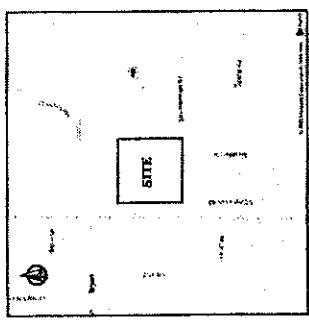
Attachment 1
Driveways for Type A Lots

**Attachment 2
Connectivity Plan**

Attachment 3
Parking Requirements

Attachment 4
Commercial Use Table

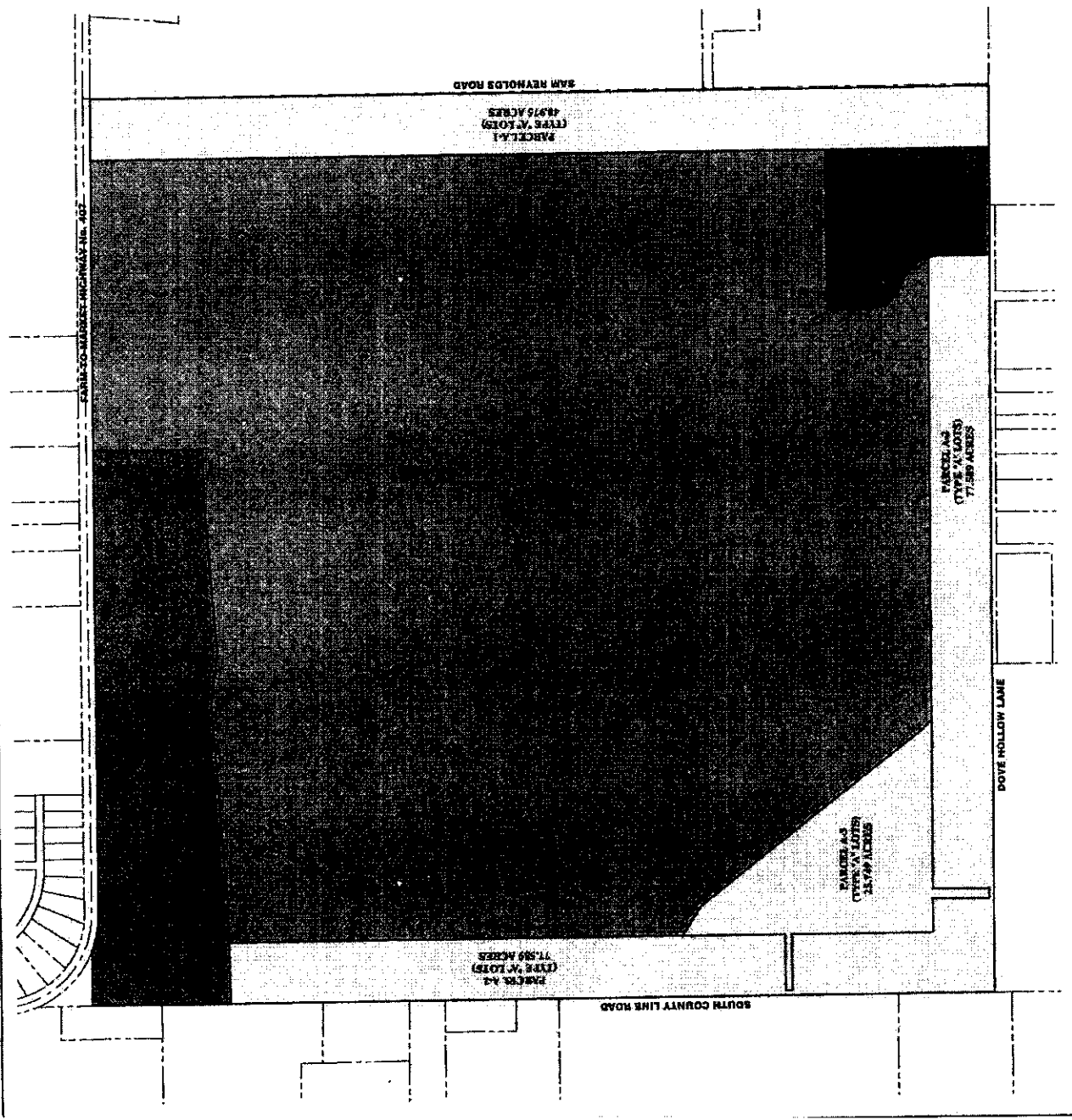
Exhibit B
Zoning Exhibits

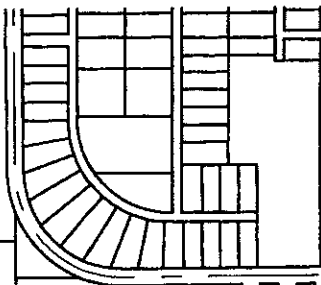


- LEGEND**
- UNDEVELOPED LAND
 - WATER
 - PAVED
 - GRAVEL
 - CONCRETE
 - ASPHALT
 - GRAVEL
 - CONCRETE

ZONING EXHIBIT
FOR
CONSTELLATION LAKE
SITUATED IN
DENTON COUNTY, TEXAS

PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
1480 Westinghouse Building, Dallas, Texas 75201
PH 512-341-1000
FAX 512-341-1001





POINT OF BEGINNING
5/8" I.R.F.

FARM-TO-MARKET HIGHWAY NO. 407

N 89°56'08" E
380.01'

SOUTH COUNTY LINE ROAD

ROBERT A. WALKER SURVEY
ABSTRACT No. 1392

CALLED 723.822 ACRES
ROYAL CREST PROPERTIES, LLC
INST. NO. 2017-121257
D.R.D.C.T.

APPROXIMATE ABSTRACT LINE

N 00°24'47" W 5613.28'

48.975 AC.

SAM REYNOLDS ROAD

S 00°24'47" E 5614.78'

CALLLED 191.8 ACRES
ROSEMARIE GREEN PETERSON,
INST. NO. 2019-14731
D.R.D.C.T.



WILLIAM C. BROOKFIELD SURVEY
ABSTRACT No. 34

N 89°50'15" W
380.02'

RAILROAD SPIKE FOUND

DOVE HOLLOW LANE

A-34

A-679

S 89°50'15" E
6642.23'

P.K. NAIL FOUND W/ WASHER
"GOODWIN & MARSHALL"

JAMES C. JACK SURVEY
ABSTRACT No. 679

**ZONING MAP OF
PARCEL A-1 FOR
CONSTELLATION LAKE**

GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373

TBPE REGISTRATION # F-2044
TBPLS # 10021700

Job No.:	10767	Scale:	1"=1000'
Drafted:	L.J.C.	Checked:	J.N.R.
Surveyed on the Ground:	2/5/2018		
Date Prepared:	4/6/2020		
Revised:		Revised:	

Sheet
1
of
1

RAILROAD SPIKE FOUND

FARM-TO-MARKET HIGHWAY NO. 407

N 89°04'00" E
380.03'

SOUTH COUNTY LINE ROAD

ROBERT A. WALKER SURVEY
ABSTRACT No. 1392

CALLED 723.822 ACRES
ROYAL CREST PROPERTIES, LLC
INST. NO. 2017-121257
D.R.D.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°49'36"W	350.00
L2	S00°10'24"E	40.00
L3	N89°49'36"E	350.00
L4	S00°09'45"W	350.00
L5	S89°50'15"E	60.00
L6	N00°09'45"E	350.00

SAM REYNOLDS ROAD

N 00°10'24" W 5636.68'
N 00°10'24" W 4777.81'
S 00°10'24" E 3480.02'

77.589 AC. L1
L2
L3
L4
L6

S 00°10'24" E
885.05'
S 89°50'15" E
205.77'

S 89°50'15" E 3929.18'

S 00°09'45" W
304.16'

A-1392 **DOVE HOLLOW LANE**

A-34

POINT OF BEGINNING

RAILROAD SPIKE FOUND

L5 A-679
CALLED 322.98 ACRES
SEF HOLDING, LTD.
INST. NO. 2015-100230
D.R.D.C.T.

N 89°50'15" W 4584.51'

A-679
JAMES C. JACK SURVEY
ABSTRACT No. 679

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	250.00	77.06	17°39'36"	S08°40'03"E	76.75

**ZONING MAP OF
PARCEL A-2 FOR
CONSTELLATION LAKE**

**GOODWIN AND
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373

TBPE REGISTRATION # F-2944
TBPLS # 10021700

Job No.:	XXXXX	Scale:	1"=1000'	Sheet	
Drafted:	L.J.C.	Checked:	J.N.R.	1	
Surveyed on the Ground:	2/5/2018			of	
Date Prepared:	4/6/2020			1	
Revised:		Revised:			

RAILROAD SPIKE FOUND

ROBERT A. WALKER SURVEY
ABSTRACT No. 1392

CALLED 723.822 ACRES
ROYAL CREST PROPERTIES, LLC
INST. NO. 2017-121257
D.R.D.C.T.

SOUTH COUNTY LINE ROAD

N 00°10'24" W 5636.68'

640.96'

N 00°10'24" W

S 57°29'22" E
210.46'

S 37°49'16" E 1736.67'

25.749 AC.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N89°49'36"E	30.00
L2	N00°10'24"W	40.00
L3	N89°49'36"E	350.00
L4	S00°09'45"W	350.00
L5	N89°50'15"W	60.00
L6	N00°09'45"E	350.00
L7	S89°49'36"W	350.00

POINT OF BEGINNING

L2

L3

L7

L1

N 00°10'24" W 1262.83'

N 00°10'24" W 885.05'

S 44°29'38" E
118.86'

N 89°50'15" W 1055.21'

N 89°50'15" W
205.77'

L6

L4

A-1392

A-679

DOVE HOLLOW LANE

S 89°50'15" E 5635.41'

P.K. NAIL FOUND W/ WASHER
"GOODWIN & MARSHALL"

GREEN B. BUCHANAN SURVEY
ABSTRACT No. 32

POINT OF COMMENCING

RAILROAD SPIKE FOUND

CALLED 322.98 ACRES
SEF HOLDING, LTD.
INST. NO. 2015-100230
D.R.D.C.T.

JAMES C. JACK SURVEY
ABSTRACT No. 679

ZONING MAP OF
PARCEL A-3 FOR
CONSTELLATION LAKE

GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373

TBPE REGISTRATION # F-2944
TBPLS # 10021700

Job No.:	10767	Scale:	1"=500'	Sheet	
Drafted:	L.J.C.	Checked:	J.N.R.	1	
Surveyed on the Ground:	2/5/2018			of	
Date Prepared:	4/6/2020			1	
Revised:		Revised:			

DATE PLOTTED: 04/13/2020 10:43 AM

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	610.00	101.32	9°31'01"	N04°49'23"W	101.21
C2	250.00	309.36	70°54'01"	S35°17'16"E	290.00
C3	250.00	232.30	53°14'25"	S44°07'04"E	224.04

RAILROAD SPIKE FOUND

FARM-TO-MARKET HIGHWAY NO. 407

N 89°04'00" E 380.03'
 1264.06'
 N 85°53'25" E
 946.59'
 N 85°21'30" E
 N 00°03'52" W 577.53'
 C1
 N 88°56'31" E 322.05'
 S 82°11'30" E 315.73'
 N 89°04'00" E 221.48'

POINT OF BEGINNING

ROBERT A. WALKER SURVEY
 ABSTRACT No. 1392

CALLED 723.822 ACRES
 ROYAL CREST PROPERTIES, LLC
 INST. NO. 2017-121257
 D.R.D.C.T.

492.789 AC.

WILLIAM C. BROOKFIELD SURVEY
 ABSTRACT No. 34

N 57°29'22" W 210.46'

N 37°49'16" W 1736.67'

N 44°29'38" W 118.86'

S 00°09'45" W 236.04'
 S 89°35'13" W 997.05'

C2

N 89°50'15" W 2873.97'

SOUTH COUNTY LINE ROAD
 N 00°10'24" W 5636.68'
 N 00°10'24" W 4777.81'
 N 00°10'24" W 2839.06'

S 00°24'47" E 4590.54'

SAM REYNOLDS ROAD

APPROXIMATE ABSTRACT LINE

POINT OF COMMENCING

RAILROAD SPIKE FOUND

DOVE HOLLOW LANE

A-1392
 A-679

A-34
 A-679

ZONING MAP OF PARCEL B FOR CONSTELLATION LAKE

JAMES C. JACK SURVEY
 ABSTRACT No. 679

GOODWIN AND MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

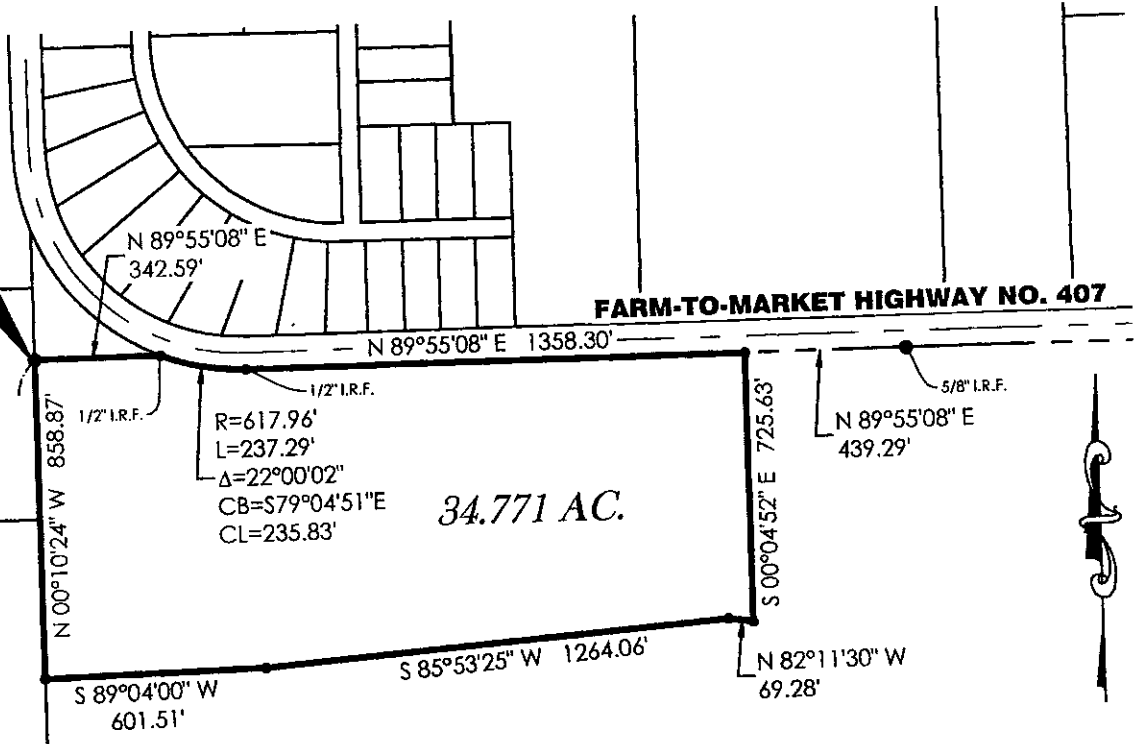
2405 Mustang Drive, Grapevine, Texas 76051
 (817) 329-4373

TBPE REGISTRATION # F-2944
 TBPLS # 10021700

Job No.:	10767	Scale:	1"=1000'	Sheet 1 of 1
Drafted:	L.J.C.	Checked:	J.N.R.	
Surveyed on the Ground:	2/5/2018			
Date Prepared:	4/7/2020			
Revised:		Revised:		

POINT OF BEGINNING
RAILROAD SPIKE FOUND

FARM-TO-MARKET HIGHWAY NO. 407



SOUTH COUNTY LINE ROAD

ROBERT A. WALKER SURVEY
ABSTRACT No. 1392

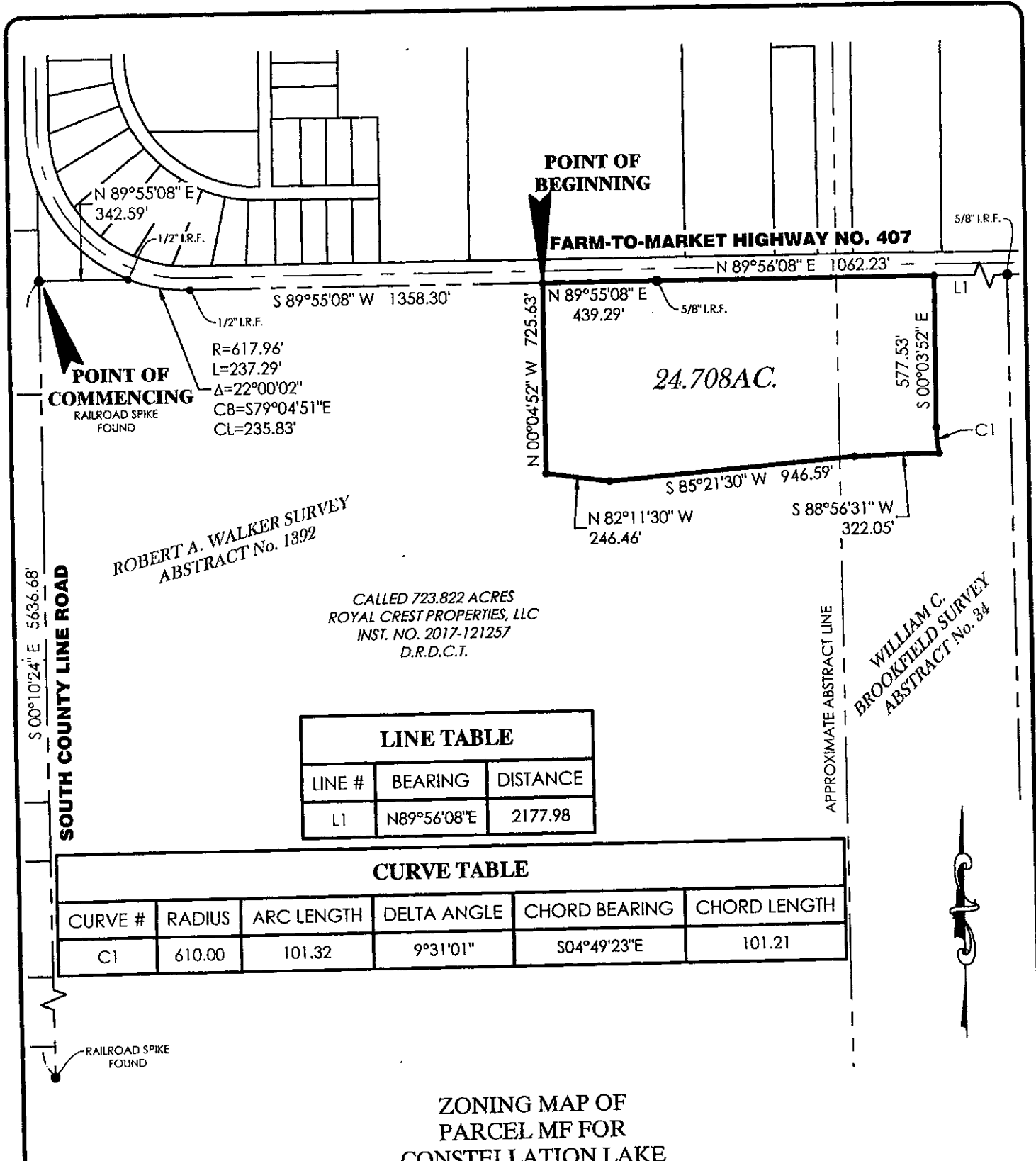
CALLED 723.822 ACRES
ROYAL CREST PROPERTIES, LLC
INST. NO. 2017-121257
D.R.D.C.T.

**ZONING MAP OF
PARCEL C FOR
CONSTELLATION LAKE**

**GOODWIN AND
MARSHALL**
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

Job No.:	10767	Scale:	1"=500'	Sheet	
Drafted:	L.J.C.	Checked:	J.N.R.	1	
Surveyed on the Ground:	2/5/2018			of	
Date Prepared:	4/7/2020			1	
Revised:		Revised:			



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N89°56'08"E	2177.98

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	610.00	101.32	9°31'01"	S04°49'23"E	101.21

**ZONING MAP OF
PARCEL MF FOR
CONSTELLATION LAKE**

**GOODWIN AND
MARSHALL INC**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPE REGISTRATION # F-2044
TBPLS # 10021700

Job No.:	10767	Scale:	1"=500'
Drafted:	L.J.C.	Checked:	J.N.R.
Surveyed on the Ground:	2/5/2018		
Date Prepared:	4/7/2020		
Revised:	.	Revised:	.

Sheet
1
of
1

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	250.00	309.36	70°54'01"	N35°17'16"W	290.00
C2	250.00	309.36	70°54'01"	N35°17'16"W	290.00

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N89°50'15"W	380.02

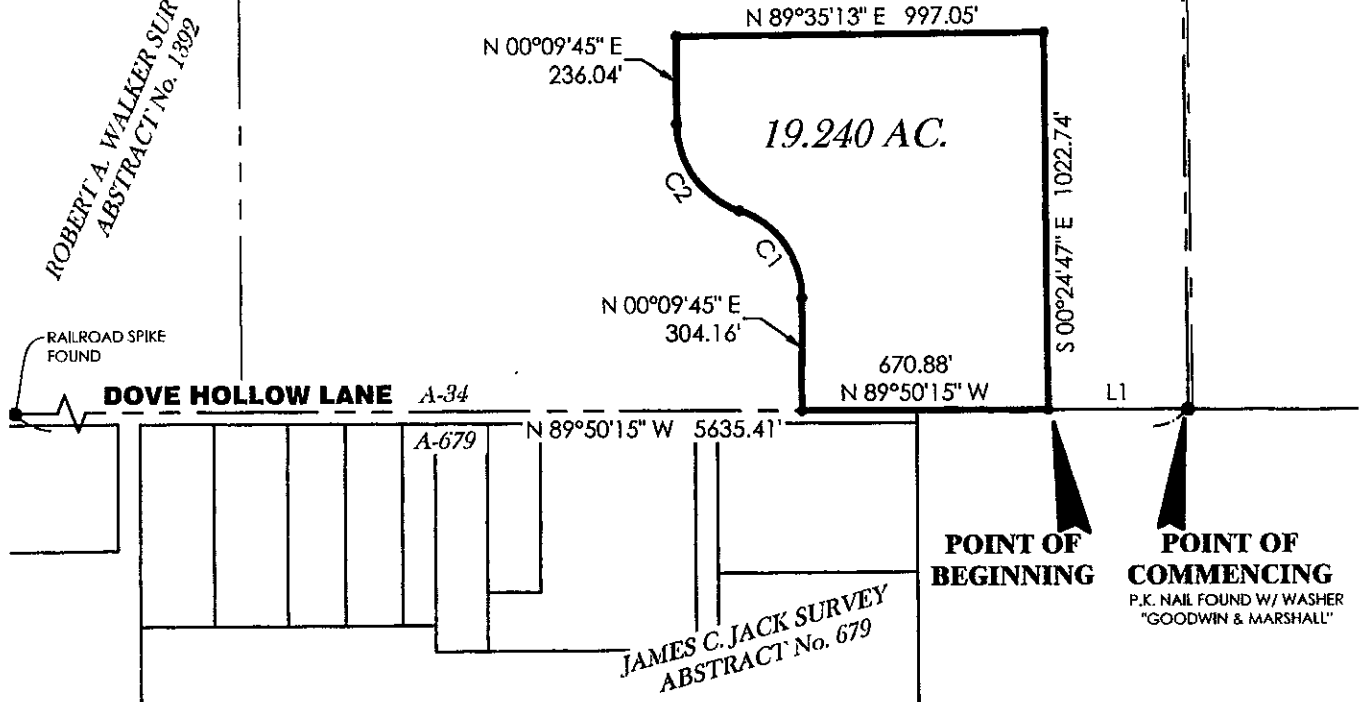
WILLIAM C.
BROOKFIELD SURVEY
ABSTRACT No. 34

CALLED 723.822 ACRES
ROYAL CREST PROPERTIES, LLC
INST. NO. 2017-121257
D.R.D.C.T.

ROBERT A. WALKER SURVEY
ABSTRACT No. 1392

APPROXIMATE ABSTRACT LINE

SAM REYNOLDS ROAD



POINT OF BEGINNING

POINT OF COMMENCING
P.K. NAIL FOUND W/ WASHER
"GOODWIN & MARSHALL"

**ZONING MAP OF
PARCEL TH FOR
CONSTELLATION LAKE**

**GOODWIN AND
MARSHALL INC.**

CIVIL ENGINEERS - PLANNERS - SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373

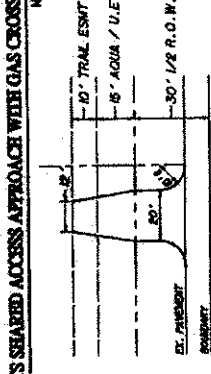
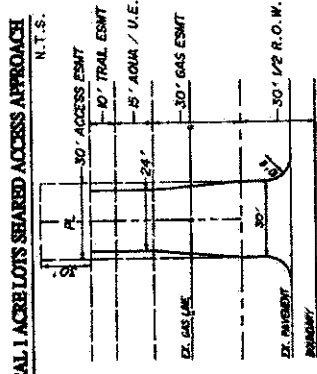
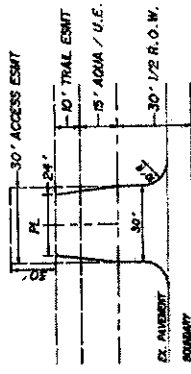
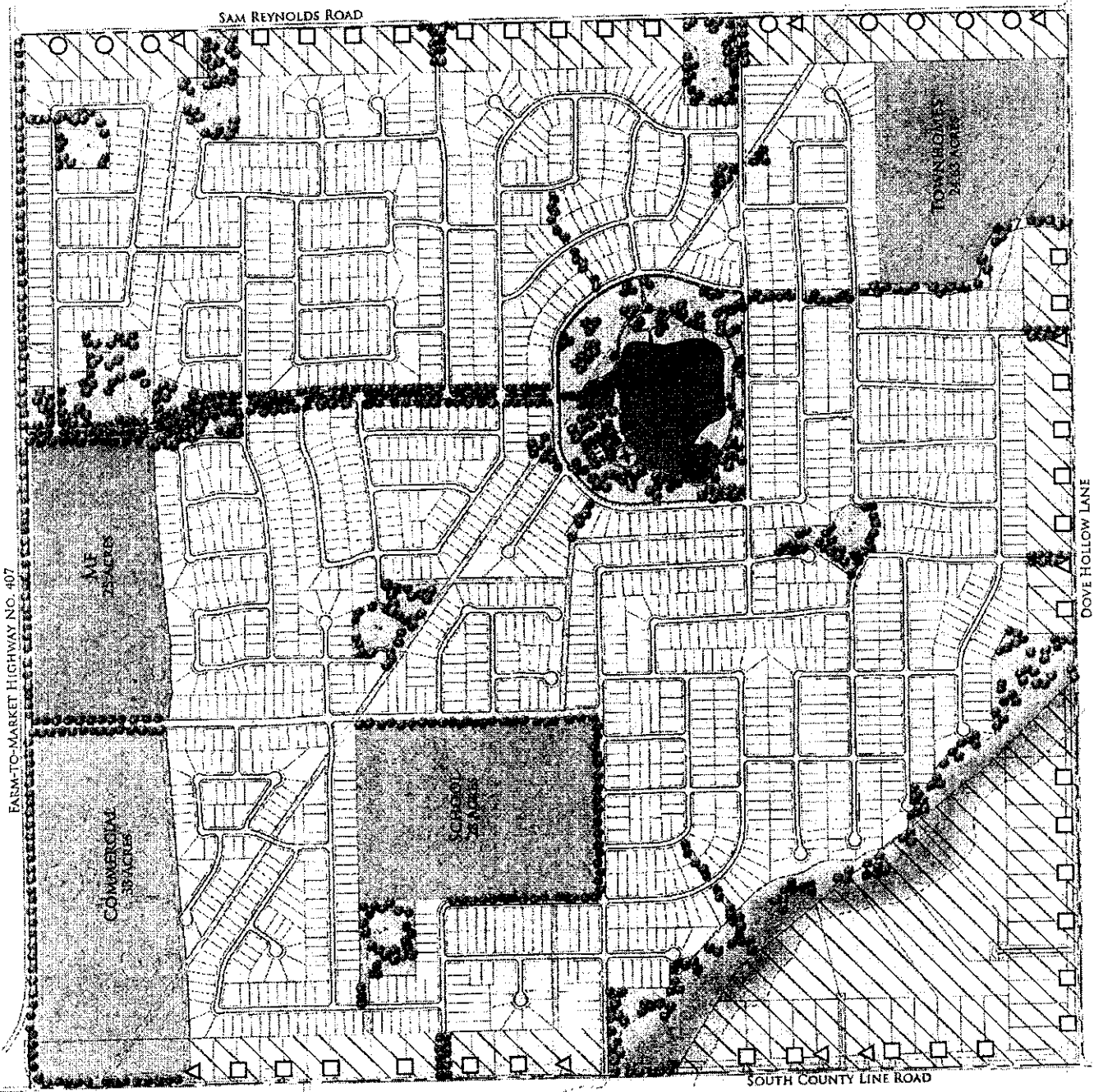
TBPE REGISTRATION # F-2844
TBPLS # 10021700

Job No.:	10767	Scale:	1"=500'	Sheet
Drafted:	L.J.C.	Checked:	J.N.R.	1
Surveyed on the Ground:	2/5/2018		of	
Date Prepared:	4/6/2020		1	
Revised:	.	Revised:	.	

Attachment 1
Driveways for Type A Lots

CONSTELLATION
LAKE

DENTON COUNTY, TEXAS



○ TYPICAL 1 ACRE LOTS SHARED ACCESS APPROACH
N.T.S.

□ 1 ACRE LOTS SHARED ACCESS APPROACH WITH GAS CROSSING
N.T.S.

△ TYPICAL 1 ACRE LOT SINGLE ACCESS APPROACH
N.T.S.

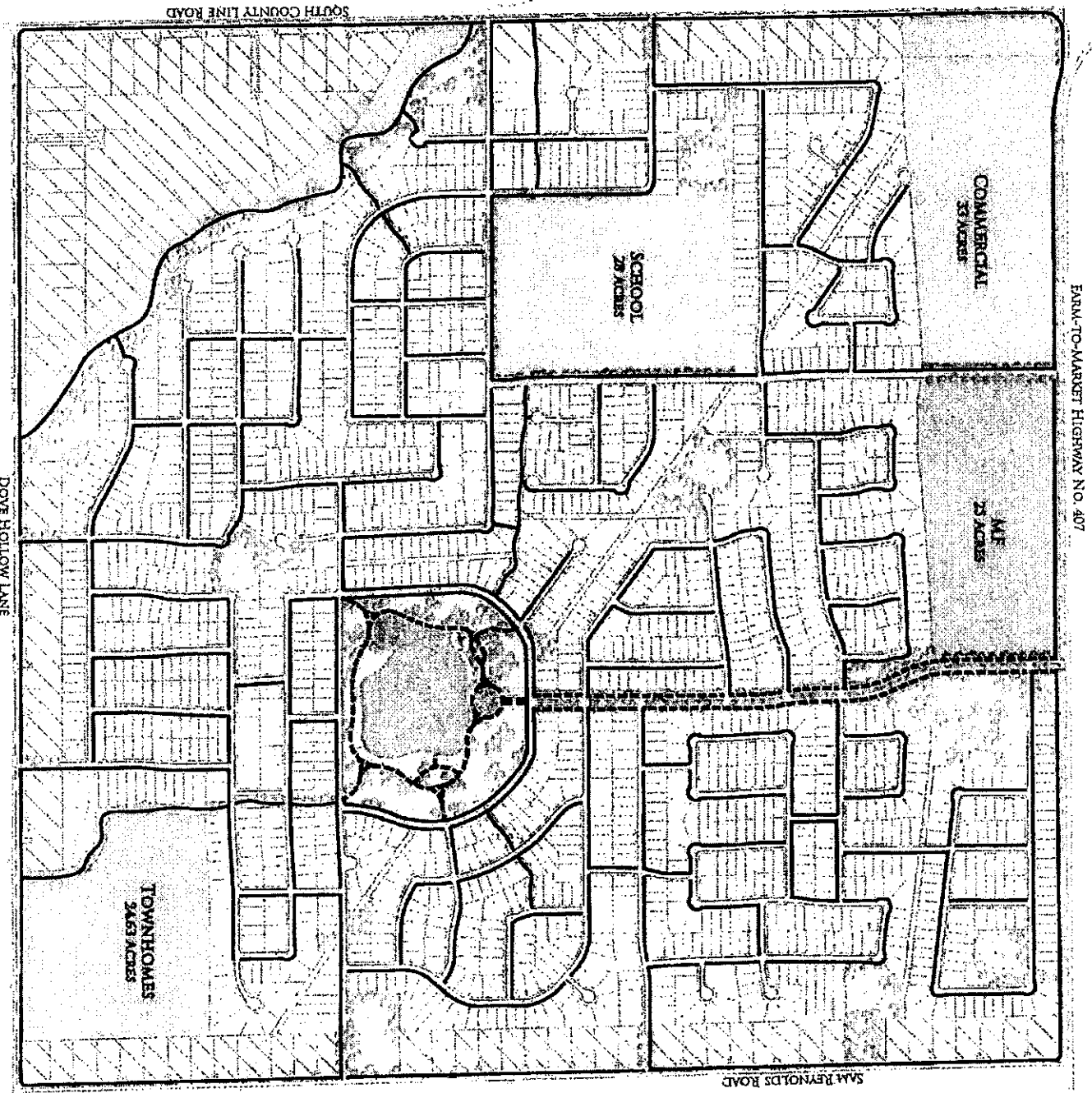
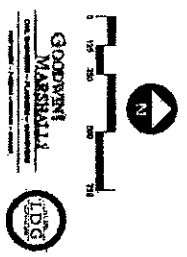
*SOME SINGLE ACCESS APPROACH LOTS WILL HAVE GAS CROSSINGS



ACCESS APPROACH
PLAN

APRIL 2020

Attachment 2
Connectivity Plan



CONSTELLATION
LAKE

DENTON COUNTY, TEXAS

8' TRAIL / SIDEWALK

5' SIDEWALK

PEDESTRIA
CONNECTIVITY PLA

FEBRUARY 20

Attachment 3
Parking Requirements

27.1 PARKING TABLE

Except as otherwise provided in this section, off-street parking spaces shall be provided as follows:

Schedule of Parking Requirements		
Land Use	Requirements	Additional Requirements
Residential		
Single-Family Detached Units	2 / unit	None
Duplex	2 / unit	None
Townhouse, Condominium, Duplex, Triplex, Quadruplex or Row	3 / unit	None
Multi-Family	1.5 / 1 bed unit 2 / 2 bed unit 2.5 / 3 bed unit	None
HUD Code Manufactured Home	2 / unit	None
Boarding or Rooming House, Hotel or Motel / Residence Motel or Inn	1 / residential unit	1 additional space for 200 sq. ft. of Exhibit or Ballroom space, plus 1 space per 100 sq. ft. of Meeting Rooms, plus 1 space per 2.5 seats in Restaurant and Lounge
Retirement Housing: Ambulatory Independent Residents	1.5 / unit	None
Retirement Housing: Nursing Home Facilities	1 / 2 beds	None
Dormitory	1.5 / 2 occupants for designed occupancy	None
Fraternity, Sorority, or Lodge	1 / 125 sq. ft.	none
Institutional		
Community Center	1 / 4 persons	None
Schools:		None
Elementary	1 / 25 students	
Junior High	1 / 18 students	
Senior High	1 / 5 students	
Trade	1 / 4 students	
Public Assembly Hall	1 / 3 seats	None
College or University	1 / 4 day students	None
Church	1 / 3 seats in the sanctuary or auditorium	None
Day Care or Day Nursery	1 / 5 pupils	None
Hospital	1.5 / bed	None
Mortuary or Funeral Home	1 / 4 seats in chapel	None
Recreational		
Theater	1 / 4 seats	None
Bowling Alley	4 / lane	None
Pool Hall, Arcade, Other Indoor Commercial Amusement	1 / 100 sq. ft. of floor area	None
Outdoor Commercial Amusement	1 / 500 sq. ft. of site area exclusive of building	None
Ballpark or Stadium	1 / 4 seats	None
Lodge or Fraternal Organization	1 / 125 sq. ft. of floor area	None

Schedule of Parking Requirements		
Land Use	Requirements	Additional Requirements
Driving Range	1 / 10 linear ft. of designated tee area	None
Miniature Golf	1 / tee	None
Personal Service Shop	1 / 250 sq. ft. of floor area up to 5000 sq. ft., then 1 / 200 sq. ft.	None
Indoor Retail Store or Shop	1 / 250 sq. ft. of floor area up to 5000 sq. ft., then 1 / 200 sq. ft.	None
Outdoor Retail Sales	1 / 500 sq. ft. of site area, exclusive of building	None
Furniture, Appliance Sales or Repair	1 / 600 sq. ft. of floor area	None
Coin- Operated or Self- Service Laundry or Dry Cleaner	1 / 200 sq. ft. of floor area	None
Shopping Center, Malls & Multi-occupancy uses (3-50 acres)	1 / 250 sq. ft. of floor area	None
Shopping Centers, Mall and Multi-occupancy use (over 50 acres)	1 / 300 sq. ft. of floor area	None
Eating or Drinking Establishment (no drive-through service)	1 / 2.5 seats	None
Eating or Drinking Establishment (with drive-through service and all others)	1 / 150 sq. ft.	None
Business Services		
Bank and Savings & Loan or Other Similar Institution	1 / 300 sq. ft. of floor area	None
Medical, Dental Clinic or Office	1 / 150 sq. ft. of floor area	None
Veterinary Clinic	1 / 300 sq. ft. of floor area	None
Other Office or Professional Business	1 / 250 sq. ft. of floor area	None
Automotive & Equipment		
Service Station	Minimum of 6	None
Auto Repair Garage or Shop	1 / 350 sq. ft. of floor area	None
Auto Repair Accessory Sales	1 / 300 sq. ft. of floor area	None
Vehicle or Machinery Sales (indoors)	1 / 500 sq. ft. of floor area	None
Car Wash (full -serve)	3 stacking spaces/	
Wash Bay	None	
Car Wash (self-serve or automatic)	3 stacking spaces/ wash bay	None
Brick or Lumber Yard	1 / 3 employees or	
1 / 1,000 sq. ft. of floor area	(whichever results in more spaces)	
Manufacturing or Warehousing	1 / 3 employees or	
1 / 1,000 sq. ft. of floor area	(whichever results in more spaces)	
Outside Storage	1 / 5,000 sq. ft. of floor area	None
Mini-warehouse	1 / 3,000 sq. ft. of floor area	None

27.2 OFF-STREET LOADING REQUIREMENTS

- A. In the following cases all retail, office and service buildings shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or

Attachment 4
Commercial Use Table

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table											
Residential						Land Use Designation	Non-Residential				Special Conditions
			A	SF	MH.		C	M			
Residential Uses											
			P	P	P	Agricultural Use	P	P			
						Apartment					
						Boarding House	P				
			P	P	P	Caretaker, Guard or Servant Residence or Garage Apartment	P	P		19	
			P	P		Dwelling, Guesthouse					
			S	S		Convent, Rectory, Monastery	P				
						Dwelling, Assisted Living Facility	P				
			S		P	Dwelling, HUD-Code Manufactured Home				18	
			P	P	P	Dwelling, Industrialized Housing					
						Dwelling, Mobile Home					
						Dwelling, Multifamily					
						Dwelling, Single Family Attached					
			P	P	P	Dwelling, Single Family Detached				13	
						Dwelling, Two Family					
			P	P		Group Home for the Disabled or Disadvantaged					
					P	Manufactured Housing Park or Subdivision					
Public, Civic & Utility Uses											
			S			Airport, Public/Private	P	P		2	
			S			Animal Pound, Shelter	S	S		1	
			S			Assembly Hall	P	P			
			S	S	S	Athletic Field and Play Field, Public				1	
			S	S	S	Cemetery, Mausoleum, Crematorium	S	S			
			S	S		Community Center	P	P		2.7	

Article 2—Permitted Uses
ZONING ORDINANCE

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table											
Residential						Land Use Designation	Non-Residential				Special Conditions
			A	SF	MH		C	M			
			P	P	P	Electrical Generating Station	P	P			
			P	P	P	Electrical Transmission Line	P	P			
						Garage, Public	S	P			2,7,9
			P	P	P	Gas Regulator Station	P	P			
			S	S	S	Golf course, Public	P	P			
			S			Governmental Administration Facility	P	P			
			S			Library	P	P			
			S			Lodge, Fraternal, Sorority & Clubs	P	P			
						Museum	P	P			
			P	P	P	Park	P	P			
						Philanthropic and/or Charitable Use	P	P			
			S	S	S	Public Maintenance Building, Storage Yard	S	P			7,9
			P	P	P	Public Safety Facility, Police & Fire	P	P			
			P	P	P	Public Utility	P	P			
			S	S	S	Religious Institution	P	P			2,7
			P	P	P	Telephone Exchange, Switching or Relay	P	P			
Educational Uses											
						School, Business College	P				
						School, College or University	P				
						School, Commercial Instruction	P				
						School, Commercial Trade	P				
			P	P	P	School, Home					8
			P	P	P	School, Home Day					8
						School, Institution, Rehabilitation & Training Center	P	P			
			S	S	S	School, Nursery	P	P			8

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table												
Residential						Land Use Designation	Non-Residential				Special Conditions	
				A	SF		MH	C	M			
				P	P	P	School, Primary or Secondary	P	P			1,7
							School, Vocational	P	P			
Amusement & Entertainment Uses												
							Amusement Center, Indoor	P	P			7
							Amusement Center, Outdoor	S	P			1,7
				S			Athletic Field & Play Field, Commercial	P	P			2,7
							Auditorium	P	P			7
							Camp Ground & Related Facilities	P	P			
				S	S	S	Country Club	P	P			7
				S			Golf Course, Driving Range	S	P			2
							Golf Course, Miniature	P	P			
				S	S	S	Golf Course, Private	P	P			2,7
							Go Cart Track and Other Vehicular Track or Facility		S			1,7,14
							Gymnasium	P	P			
				P	P	P	Private Club	P	P			
				P			Recreational Ranch or Farm					
				S			Rodeo Ground/Fair Ground		P			2,7,5
							Skating Rink, Indoor	S	P			2
				S			Stable, Commercial		S			2
				P	S	S	Stable, Private	S	S			
							Swimming Pool, Commercial	P	P			
							Shooting Range, Indoor	S	P			2
							Shooting Range, Outdoor		S			2
							Theater, Indoor Motion Picture	P	P			7

Article 2—Permitted Uses
ZONING ORDINANCE

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table											
Residential						Land Use Designation	Non-Residential				Special Conditions
			A	SF	MH		C	M			
						Water Park, Commercial	S	P			1,7
Medical Uses											
						Clinic	P	P			
						Hospital	P	P			7
						Laboratory, Medical and/or Dental	S	P			2
						Medical, Dental & Optical Retail Sales	P	P			
						Medical, Dental Office	P	P			
						Medical Equipment Sales, Rental, & Leasing Service	P	P			
			S	S	S	Nursing Home	P	P			2,7
						Optician Shop	P	P			
						Veterinary Hospital with Outside Pens		S			7,16
						Veterinary Hospital without Outside Pens	S	P			2
						Veterinarian Office, Small Animal Practice	P	P			
						Veterinarian Office, Large Animal Practice	S	P			2
Automotive Uses											
						Auto Auction		S			2,7,9
						Auto Car Wash	P	P			1,7
						Auto Impound Lot/Wrecker Business					
						Auto Paint & Body Shop		S			2,3,7,10
						Auto Parts & Accessory Sales	P	P			7
						Auto Rental (Car & Truck)	P	P			7,11
						Auto Repair Garage	S	P			2,7,9,10
						Auto Sales, New & Used	S	S			2,7,9,10
						Auto Service Station	S	P			2,7,9
						Bus, Train, & Taxi Station or Terminal	S	P			2

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table											
Residential						Land Use Designation	Non-Residential				Special Conditions
			A	SF	MH		C	M			
						Farm Machinery & Implement Sales & Service	S	P			2, 7, 11
						Heliport	S	P			2
						Helistop	S	P			2
						Motor Freight Terminal		S			2, 7
						Park and Ride Lots	P	P			
						Parking Lot, Commercial (Auto)	S	P			
						Parking Lot, Commercial (Truck)		S			
						Recreational vehicle storage (commercial)		S			2, 7, 11
			S	S	S	Private Airstrip	S	S			2
Professional Uses											
						Bank, Savings and Loan Association, Financial Institution	P	P			7
						Office, Business	P	P			7
						Office, Professional	P	P			7
						Office, Real Estate Development Tract or Field Office	P	P			7
Commercial, Retail & Service Uses											
						Ambulance Service	P	P			7
						Animal Grooming	P	P			7
						Antique Shop	P	P			7
						Apparel Alteration and Repair or Tailor Shop	P	P			7
						Appliance Repair, Household	P	P			7
						Art Gallery	P	P			7
						Arts, Crafts, and Hobby Shop	P	P			7
						Auction House, Indoor	S	P			2, 7
						Bakery, Retail Confectionery	P	P			7

Article 2—Permitted Uses
ZONING ORDINANCE

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table							
Residential			Land Use Designation	Non-Residential			Special Conditions
	A	SF		MH	C	M	
				Bakery, Wholesale Candy	P	P	7
				Barber Shop, Beauty Salon, other Personal Shop	P	P	7
				Building Material Sales	S	P	2,7
				Cabinet &/or Upholstery Shop	S	P	2,7
				Catering Service	P	P	7
				Collectibles Shop	P	P	7
				Contractor, no Outside Storage Permitted	P	P	7
				Contractor, Outside Storage Permitted	S	P	2,7,11
				Contractor Storage or Equipment Yard		P	2,7,11
				Convenience Store, with or without Fuel Sales	P	P	7
				Copy Shop	P	P	7
				Cosmetic Tattoo Establishment	P	P	
				Day Care Center, Adult	P	P	
				Day Care Center, Child	P	P	
			P	Day Care, in the Home	P	P	
				Department Store	P	P	7
				Exterminating Service	S	P	2
				Factory Outlet, Retail or Wholesale Store	S	P	2,7
			P	Farmers Market, Outdoor		S	
				Flea Market			
				Funeral Home, Mortuary	S	P	
				Furniture, Fixture & Appliance Store	P	P	7
				Gift Shop	P	P	7
			S	Greenhouse or Plant Nursery		P	7

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table											
Residential						Land Use Designation	Non-Residential				Special Conditions
			A	SF	MH		C	M			
						Grocery Store	P	P			7
						Hardware Store	P	P			7
						Health Club, Recreation Facility	P	P			7
			P	P	P	Hobby Studio, Private	P	P			7
						Hotel, Motel	P	P			7
						Kennel	S	P			2,7
			S			Landscape Service	S	P			2,7
						Laundry, Dry Cleaning Full Service	S	P			2,7
						Laundry, Dry Cleaning Pickup & Receiving Station	P	P			7
						Laundry, Dry Cleaning Self Service	P	P			7
						Lithography or Print Shop	P	P			7
						Locksmith Shop	P	P			7
						Machinery Sales or Repair	S	P			3,7,9
						Manufactured or Industrialized Home Sales or Rental		P			7
						Meat Market		S			2,7
						Music Store	P	P			7
						Office Machine Sales & Service	P	P			7
						Office Supply Store	P	P			7
						Pawn Shop	P	P			7
						Pet Shop	P	P			7
						Pharmacy	P	P			7
						Photographic Equipment Sales & Service	P	P			7
						Photographic Service	P	P			7
						Radio, Television Studio	P	P			7

Article 2—Permitted Uses
ZONING ORDINANCE

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table											
Residential						Land Use Designation	Non-Residential				Special Conditions
			A	SF	MH		C	M			
			P	S	S	Recycling Collection Center	S	P			2, 7, 10
						Rental Store	S	P			2, 7, 11
						Rental Yard, Commercial & Heavy Equipment	S	P			2, 3, 7, 9
						Restaurant	P	P			7
						Restaurant, Drive-in / Drive-thru	P	P			7
						Restaurant, Refreshment Stand (Temporary or Seasonal)	P	P			7
						Sexually Oriented Business					15
						Shoe Repair	P	P			7
						Sign Shop, Painted or Silk-screened	P	P			7
						Studio	P	P			7
						Stone Monument Sales	P	P			7
						Tattoo Parlor/Body Piercing Studio	P	P			7
						Taxidermist Studio	P	P			7
						Taxidermist Shop	S	P			2, 7
						Tobacco Shop	S	P			2, 7
						Video / Game Rental	P	P			7
						Watch &/or Jewelry Sales & Repair	P	P			7
Manufacturing & Industrial Uses											
						Assembly Plant		P			7
						Bottling Works		P			7
						Building Materials Manufacturing		P			7
						Dairy Processing		S			7
						Electronics Manufacturing		P			7
						Laundry, Dry Cleaning & Dyeing Plant		S			7

Article 2 – Permitted Uses
ZONING ORDINANCE

P=Permitted Use S=Specific Use Permit Blank=Prohibited Use

City of New Fairview Land Use Table											
Residential						Land Use Designation	Non-Residential				Special Conditions
			A	SF	MH		C	M			
						Machine Shop		P			7
						Manufacturing Facility (Light)		P			7
						Meat Product Processing					
						Mini-warehouse		P			1, 3, 7, 9
						Pharmaceutical Plant					
			S	S	S	Oil and Gas drilling and production	P	P			
						Plastic Products Manufacturing					
						Wireless Transmission or Receiving Facility	(As regulated by Sec. 30)				
						Salvage Yard					
						Stockyard					
						Storage and Warehousing Establishment		P			7
						Storage Yard		P			7, 3
						Textile Manufacturing					
						Warehousing, Freight Office and/or Storage		P			7
						Welding or Machine Shop		P			7, 9
			P			Wind Generation Turbine, Large		P			21
			P	S	S	Wind Generation Turbine, Small	S	P			20
Accessory Uses											
			P	P	P	Accessory building	P	P			
			P	P	P	Carport, Residential					
			S			Christmas tree sales	P	P			6
			P	P	P	Home Occupation					
			P	P	P	Temporary Construction Building	P	P			6
			P	P	P	Utility buildings and structures	P	P			



City Council Agenda
April 20, 2020

Agenda Item:7D

Public Hearing

Agenda Description:

Public Hearing to consider proposed assessments to be levied against the assessable property within the Constellation Lake Public Improvement District.

Background Information:

The City has entered into a Development Agreement with the owner of property in the City's extraterritorial jurisdiction in connection with the Constellation Lake development. This Development Agreement calls for the annexation of the property in connection with the City's creation of a PID and agreement to reimburse the owner of the property for the costs of the construction of authorized improvements within the development through assessments on the property within the development. The City Council approved a resolution creating the Constellation Lake Public Improvement District on April 6, 2020. The City Council is considering levying assessments on the property within the PID to reimburse the developer for the costs of authorized improvements within the PID.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Attachments:

Assessment Ordinance



City Council Agenda
April 20, 2020

Agenda Item:7E

Ordinance

(Action Item)

Agenda Description:

Discuss, consider and act on Ordinance No. 2020-07-2020 accepting and approving a service and assessment plan and assessment roll for the Constellation Lake Public Improvement District, making a finding of special benefit to the property in the district, levying special assessments against property within the district and establishing a lien on such property, providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, providing for the method of assessment and the payment of the assessments, and providing penalties and interest on delinquent assessments.

Background Information:

The City has entered into a Development Agreement with the owner of property in the City's extraterritorial jurisdiction in connection with the Constellation Lake development. This Development Agreement calls for the annexation of the property in connection with the City's creation of a PID and agreement to reimburse the owner of the property for the costs of the construction of authorized improvements within the development through assessments on the property within the development. The City created the Constellation Lake Public Improvement District on April 6, 2020, and held a public hearing to consider levying assessments to reimburse the developer for the costs of authorized improvements within the PID on April 20, 2020. This ordinance would levy the assessments against the property within the PID.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends approval of the ordinance accepting and approving a service and assessment plan and assessment roll and levying special assessments against the property within the district.

Attachments:

Assessment Ordinance

**CITY OF NEW FAIRVIEW, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2020, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of New Fairview, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction (the "ETJ") of the City for the Constellation Lake Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on April 6, 2020, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 2020-009-099 (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the District in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on April 8, 2020, the City published the Authorization Resolution in the *Wise County Messenger*, a newspaper of general circulation in the City and in the ETJ of the City; and

WHEREAS, on April 6, 2020, the City Council adopted a resolution (the “Cost Resolution”) determining the total costs of the Authorized Improvements, directing the filing of a proposed Assessment Roll, authorizing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the District (the “Levy and Assessment Hearing”) in a newspaper of general circulation in the City and in the ETJ of the City, and directing related action; and

WHEREAS, on April 6, 2020, the City granted a petition for voluntary annexation of the property in the District into the corporate limits of the City and adopted an ordinance annexing the property in the District into the corporate limits of the City; and

WHEREAS, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 8, 2020 in the *Wise County Messenger*, a newspaper of general circulation in the City and in the ETJ of the City; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the Levy and Assessment Hearing on April 20, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Constellation Lake Public Improvement District Service and Assessment Plan, dated April 20, 2020 (the “Service and Assessment Plan”), attached as **Exhibit A** hereto and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Assessment Roll attached thereto; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the Levy and Assessment hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the costs of the Authorized Improvements (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements;

(c) The Service and Assessment Plan apportions the cost of an Authorized Improvement to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Authorized Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual Assessment and will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Authorized Improvements and the Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvement and the Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll in the form attached as Exhibit F-1 and Exhibit F-2 to the Service and Assessment Plan (the "Assessment Roll") should be approved as the Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and

penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll are hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District.

Section 5. Levy and Payment of Special Assessments for Costs of Improvement Project.

(a) The City Council hereby levies an assessment on each tract of property (excluding non-benefitted property) located within the District, as shown and described on the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll as a special assessment on the properties set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Collection Costs for the Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the costs of the Authorized Improvements and the Annual Collection Costs is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

Section 8. Prepayments of Assessments.

As provided in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the owners of property in the District intend for the obligations, covenants and burdens on the landowners of Assessed Property, including without limitation the property owners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the landowners of the Assessed Property, as the owners of each parcel of the Assessed Property in the District, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

P3Works, LLC, North Richland Hills, Texas, is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) Collector.

The City shall, by future action, appoint a third-party collector of the Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 13. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

Section 14. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Denton County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 15. Further Procedures. The Mayor, the Mayor Pro Tem, the City Secretary, the Interim City Administrator, and all other officers, employees, attorneys, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance. The Mayor is hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments or documents authorized by this Ordinance necessary in order to correct any ambiguity or mistake or

properly or more completely document the transactions contemplated and approved by this Ordinance.

[Signatures to Follow]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS ON APRIL 20, 2020.

CITY OF NEW FAIRVIEW, TEXAS

APPROVED:

Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

Exhibit A

SERVICE AND ASSESSMENT PLAN

SERVICE AND ASSESSMENT PLAN
APRIL 20, 2020



| NORTH RICHLAND HILLS, TX

TABLE OF CONTENTS

Table of Contents.....	1
Introduction	2
Section I: Definitions.....	3
Section II: The District.....	10
Section III: Authorized Improvements.....	10
Section IV: Service Plan.....	12
Section V: Assessment Plan	12
Section VI: Terms of the Assessments.....	15
Section VII: Assessment Roll	21
Section VIII: Additional Provisions	21
List of Exhibits	23
Exhibit A-1 – District Legal Description.....	24
Exhibit A-2 – Improvement Area #1 Legal Description.....	26
Exhibit A-3 – Future Improvement Area Legal Description	27
Exhibit B-1 – District Boundary Map.....	28
Exhibit B-2 – Improvement Area #1 Boundary Map.....	29
Exhibit B-3 – Future Improvement Area Boundary Map.....	30
Exhibit C – Authorized Improvements.....	31
Exhibit D – Service Plan – Five Year Plan	32
Exhibit E – Service Plan – Sources and Uses	33
Exhibit F-1 – Improvement Area #1 Assessment Roll.....	34
Exhibit F-2 – Future Improvement Area Assessment Roll	35
Exhibit G-1 – District Annual Installments	36
Exhibit G-2 – Improvement Area #1 Annual Installments	37
Exhibit G-3 – Future Improvement Area Annual Installments	38
Exhibit G-4 – Single Family Lot Annual Installments.....	39
Exhibit H – Maximum Assessment per Lot Type.....	40
Exhibit I – Map of Authorized Improvements.....	41
Exhibit J – Allocation of Major Improvements	42
Exhibit K – Concept Plan	43
Exhibit L – Notice of PID Assessment Termination.....	44

INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On April 6, 2020 the City passed and approved Resolution No. 2020-009-099 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 723.822 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**. The District will be developed in multiple phases. Improvement Area #1 contains approximately 152.313 acres described legally by metes and bounds on **Exhibit A-2** and as depicted by the map on **Exhibit B-2**. The Future Improvement Area contains approximately 571.509 acres described legally by metes and bounds on **Exhibit A-3** and as depicted by the map on **Exhibit B-3**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit F-1**, and the Future Improvement Area Assessment Roll is contained in **Exhibit F-2**.

SECTION I: DEFINITIONS

“Actual Costs” means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Developer for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses.

“Additional Interest” means, if PID Bonds are issued, the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means additional interest charged on the Assessments not to exceed 0.50% of the actual interest rate charged on PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the Reimbursement Agreement, including continuing disclosure requirements; and (8) if PID Bonds are issued, the paying agent/registrant and Trustee in connection with PID Bonds, including their

respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) if PID Bonds are issued, Additional Interest.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

“Assessment” means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means any ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means an assessment roll for the Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F-1** for the Improvement Area #1 Initial Parcel and **Exhibit F-2** for the Future Improvement Area Initial Parcel, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means those public improvements authorized by Section 372.003 of the PID Act and described in **Section III** which are constructed for the special benefit of the property within the District and which estimated costs are shown on **Exhibit C**.

“Bond Issuance Costs” mean, if PID Bonds are issued, the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees,

printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year's Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, and as further described in **Section III.D**.

"City" means the City of New Fairview, Texas.

"City Council" means the governing body of the City.

"County" means Denton County, Texas.

"Delinquent Collection Costs" mean, for a Parcel or Lot, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"Developer" means Royal Crest Properties, LLC, a Texas limited liability company, including its successors and assigns.

"District" means the approximately 723.822 acres within the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**.

"District Formation Costs" mean the costs associated with forming the District, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, and any other cost or expense directly associated with the establishment of the District.

"Future Improvement Area" means the future phase(s) of development which are anticipated to include 1,955 residential Lots, as described legally by metes and bounds on **Exhibit A-3** and as depicted by the map on **Exhibit B-3**.

"Future Improvement Area Annual Installment" means the annual installment payment of an Future Improvement Area Assessment as calculated by the Administrator and approved by the City Council and includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) if PID Bonds are issued, Additional Interest.

"Future Improvement Area Assessed Property" means any Parcel within Future Improvement Area against which an Assessment is levied.

“Future Improvement Area Assessment” means an Assessment levied against a Parcel within Future Improvement Area, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Future Improvement Area Assessment Roll” means the assessment roll for the Assessed Property within the Future Improvement Area and included in this Service and Assessment Plan as **Exhibit F-2**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Future Improvement Area Improvements” mean the Authorized Improvements which only benefit the Future Improvement Area Assessed Property and are described in **Section III.B** hereof. The estimated costs of the Future Improvement Area Improvements are shown on **Exhibit C**.

“Future Improvement Area Initial Parcel” means all of the area within the Future Improvement Area as generally described by metes and bounds in **Exhibit A-3** and shown on the map on **Exhibit B-3**, consisting of approximately 571.509 acres.

“Future Improvement Area Project Costs” means collectively: (1) the pro rata portion of the Actual Cost of Major Improvements allocable to Future Improvement Area, (2) the Actual Cost of Future Improvement Area Improvements, and (3) if PID Bonds are issued, Bond Issuance Costs allocable to the Future Improvement Area.

“Improvement Area #1” means the first phase of development which is anticipated to include 89 residential Lots, as described legally by metes and bounds on **Exhibit A-2** and as depicted by the map on **Exhibit B-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment of an Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council and includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) if PID Bonds are issued, Additional Interest.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the assessment roll for the Assessed Property within Improvement Area #1 and included in this Service and Assessment Plan as **Exhibit F-1**, as

updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Improvements” mean the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property and are described in **Section III.A** hereof. The estimated costs of the Improvement Area #1 Improvements are shown on **Exhibit C**.

“Improvement Area #1 Initial Parcel” means all of the area within Improvement Area #1 as generally described by metes and bounds in **Exhibit A-2** and shown on the map on **Exhibit B-2**, consisting of approximately 152.313 acres.

“Improvement Area #1 Project Costs” means collectively: (1) the pro rata portion of the Actual Cost of Major Improvements allocable to Improvement Area #1, (2) the Actual Cost of Improvement Area #1 Improvements, and (3) if PID Bonds are issued, Bond Issuance Costs allocable to Improvement Area #1.

“Indenture” means, if PID Bonds are issued, an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds.

“Lot” means for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by “lot” in such subdivision plat.

“Major Improvements” means those Authorized Improvements that confer special benefit to all the Assessed Property within the District, and as further described in **Section III.C**.

“Maximum Assessment” means, for each Lot Type, an amount that will not exceed the amounts shown as the Maximum Assessment by Lot Type on **Exhibit H** as calculated by the Administrator and approved by the City based on the desire to maintain a competitive, composite equivalent ad valorem tax rate taking into consideration the tax rates of all applicable taxing units and the equivalent tax rate of the Annual Installments. The Maximum Assessment for each Lot Type shall only be calculated upon the filing of a final plat with the City. In the event any preliminary plat or final plat creates a new Lot Type that differs from what is shown on **Exhibit H**, this Service and Assessment Plan will be updated to reflect the new Maximum Assessment for the new Lot Type created by the preliminary plat or final plat.

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

“Operations & Maintenance Assessment” means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance, which pays for the City’s operation and maintenance of the Authorized Improvements, as shown on an assessment roll in the Operations & Maintenance Service and Assessment Plan, as described in **Section IV.B.**

“Operations & Maintenance Service and Assessment Plan” means a future Operations & Maintenance Service and Assessment Plan which will govern the Operations & Maintenance Assessment, as it may be modified, amended, supplemented, and updated by the City Council from time to time.

“Parcel(s)” means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments levied on Assessed Property in the District.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are first to be treated as a payment of the regularly scheduled Assessment and outstanding penalties and interest, then as a prepayment of principal.

“Prepayment Costs” mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

“Private Improvements” means improvements required to be constructed by the Developer that are non-reimbursable to the Developer under the Reimbursement Agreement.

“Reimbursement Agreement” means that certain Constellation Lake Public Improvement District Reimbursement Agreement dated April 20, 2020 entered into by and among the City and Developer pursuant to which all or a portion of the Actual Costs, plus interest thereon as provided in the agreement, will be paid to the Developer from Assessments levied on Assessed Properties within the District, as such agreement may be amended from time to time.

“Reimbursement Obligation” means the amount not to exceed the lesser of (1) the Actual Costs and (2) \$39,760,000, and secured by Assessments levied on Assessed Properties within the District to be paid to the Developer pursuant to the Reimbursement Agreement.

“Service and Assessment Plan” means this Service and Assessment Plan, as it may be modified, amended, supplemented, and updated from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Single Family Lot” means a Lot in the District designated as such on an Assessment Roll in future Annual Service Plan Updates, marketed to homebuilders as a detached single family Lot.

“Trigger Date” means the date a preliminary subdivision plat is filed and approved by the City Council. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year, including twelve months of interest. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st after the preliminary plat is filed, including twelve months of interest.

“Trustee” means, if PID Bonds are issued, the trustee (or successor trustee) under an Indenture, or if no PID Bonds are issued, the trustee (or successor trustee) under a depository agreement between the City and trustee.

SECTION II: THE DISTRICT

The District includes approximately 723.822 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**. Development of the District is anticipated to include 2,044 single-family homes, as well as commercial, multifamily, townhome, and school district property, as shown on the Concept Plan attached as **Exhibit K**.

Improvement Area #1 includes approximately 152.313 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-2** and as depicted by the map on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include 89 single-family homes.

The Future Improvement Area includes approximately 571.509 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-3** and as depicted by the map on **Exhibit B-3**. Development of the Future Improvement Area is anticipated to include 1,955 single-family homes as well as commercial, multifamily, townhome, and school district property.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Improvement Area #1 Improvements

- *Roadway*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide enhanced street access to each Lot within Improvement Area #1.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for each Lot within Improvement Area #1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including engineering, construction staking, maintenance bond, contingency, construction management fee of four percent (4%) of hard costs, and Improvement Area #1's allocable share of District Formation Costs.

B. Future Improvement Area Improvements

- *Roadway*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within the Future Improvement Area.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for each Lot within the Future Improvement Area.

- *Soft Costs*

Costs related to designing, constructing, and installing the Future Improvement Area Improvements including engineering, construction staking, maintenance bond, contingency, construction management fee of four percent (4%) of hard costs, and the Future Improvement Area's allocable share of District Formation Costs.

C. Major Improvements

- *Landscaping, Entryway, Open Space, and Parks*

Improvements including installation of landscaping, including related earthwork, irrigation, and water wells in public open spaces, entryway monuments and signs, establishment and improvement of parks and open space for each Lot within the District.

- *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements including engineering, construction staking, maintenance bond, contingency, construction management fee of four percent (4%) of hard costs.

D. Bond Issuance Costs – If PID Bonds are Issued

- *Debt Service Reserve Requirement*
Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds.
- *Capitalized Interest*
Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in the Indenture.
- *Underwriter's Discount*
Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.
- *Cost of Issuance*
Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. If PID Bonds are issued, **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to

improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated entirely to the Improvement Area #1 Initial Parcel and Future Improvement Area Initial Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated further as described in **Section VI**.

B. Assessments

Assessments will be levied on the Assessed Property according to the Assessment Roll, attached hereto as **Exhibit F-1** and **Exhibit F-2**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G-2**, and the projected Future Improvement Area Annual Installments are shown on **Exhibit G-3**. Upon subdivision of the Improvement Area #1 Initial Parcel and Future Improvement Area Initial Parcel by the recording of a preliminary plat or final plat in the official public records of the County, Assessments will be reallocated pursuant to **Section VI**.

Collection of the Improvement Area #1 Annual Installments and Future Improvement Area Annual Installments, not including Annual Collection Costs, are deferred until the Trigger Date has been reached for each respective Improvement Area. If the Trigger Date occurs on or before July 31st of the year that the preliminary plat for an Improvement Area is filed with the City, then Assessments levied on the property within such Improvement Area, including the Annual Installments thereof, will be delinquent if not paid on or before the January 31st of the following year. If the Trigger Date occurs after July 31st of the year the preliminary plat for an Improvement Area is filed with the City, then Assessments levied on the property within such Improvement Area, including the Annual Installments thereof, will be delinquent if not paid on or before the

second January 31st after the preliminary plat is filed with the City. Prior to the collection of the Improvement Area #1 Annual Installments and the Future Improvement Area Annual Installments, the City will collect Annual Collection Costs as described in **Section V.D**. The projected Annual Installment for the Single Family Lot following the subdivision of the Improvement Area #1 Initial Parcel and Future Improvement Area Initial Parcel is shown on **Exhibit G-4**. The projected Assessment and Annual Installment shown on **Exhibit G-4** is preliminary and subject to change based on the land uses contained within the preliminary plat or final plat, but in no case will the Assessment for the Single Family Lot exceed the Maximum Assessment as shown on **Exhibit H**.

An annual Operations & Maintenance Assessment shall be levied on property similarly benefited within the District using any methodology that results in the imposition of equal shares of the Operations & Maintenance Assessment on property similarly benefited. The Operations & Maintenance Assessment will be described either in a supplement to this Service and Assessment Plan, or in a separate Operations & Maintenance Service and Assessment Plan, and shall be collected in an amount sufficient to pay the estimated costs of the operations and maintenance of the Authorized Improvements, but in no case shall the Operations & Maintenance Assessment exceed an equivalent tax rate of \$0.30 per one hundred dollars of taxable ad valorem property value on property similarly benefited within the District.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- The costs of the Authorized Improvements equal \$41,914,791 as shown on **Exhibit C**; and
- The Assessed Property receives special benefit equal to or greater than the Authorized Improvements; and
- The Improvement Area #1 Initial Parcel and Future Improvement Area Initial Parcel will be allocated 100% of the Assessments levied for the Authorized Improvements, which equals \$39,760,000 as shown on the Assessment Roll, attached as **Exhibit F-1** and **Exhibit F-2**; and
- The special benefit (\geq \$41,914,791) received by the Improvement Area #1 Initial Parcel and Future Improvement Area Initial Parcel from the Authorized Improvements is greater than the amount of Assessments (\$39,760,000) levied on the Improvement Area #1 Initial Parcel and Future Improvement Area Initial Parcel for the Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Developer owned 100% of the Improvement Area #1 Initial Parcel and Future Improvement Area

Initial Parcel. The Developer acknowledged that the Authorized Improvements confer a special benefit on the Improvement Area #1 Initial Parcel and Future Improvement Area Initial Parcel and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for by each Parcel of Assessed Property pro rata based on the ratio of the amount of outstanding Assessment remaining on such Parcel to the total outstanding Assessment on all Parcels of Assessed Property. Prior to the Trigger Date for the collection of Improvement Area #1 Annual Installments and Future Improvement Area Annual Installments, the Annual Collection Costs shall be billed and collected in the same manner as ad valorem taxes in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Improvement Area #1 Annual Installments and Future Improvement Area Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest – *If PID Bonds are Issued*

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest will not be collected on the Reimbursement Obligation. Upon the issuance of PID Bonds, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated number of parcels designated as a Single Family Lot of the newly divided Assessed Property

D = the sum of the estimated number of parcels designated as a Single Family Lot for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and Assessment Plan and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on buildout value according to the following formula:

$$A = B \div C$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the number of Single Family Lots

With the submission of a subdivision plat to the City, the Developer shall provide the City an estimated number of parcels designated as a Single Family Lot as of the date of the recorded subdivision plat created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Single Family Lot will not exceed the Maximum Assessment, shown on **Exhibit H**, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Single Family Lot to exceed the Maximum Assessment, the owner of Assessed Property requesting the subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

C. Mandatory Prepayment of Assessments

1. If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs to the City, prior to the transfer. If the owner of Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.
2. If the rezoning of any Assessed Property causes the Assessment per Parcel to exceed the Maximum Assessment, then the owner submitting the rezoning case shall prepay to the City a portion of the Assessment in an amount necessary to cause the Assessment to equal the Maximum Assessment.
3. If PID Bonds are issued, if the replatting of any Assessed Property causes the amount of the outstanding principal amount of PID Bonds to exceed the total amount of Assessments outstanding in the District, then the Developer shall prepay to the City an amount necessary to make the outstanding Assessments equal or exceed the outstanding principal amount of PID Bonds, prior to replatting, taking into account the timing required to effect any required redemption of outstanding principal amount of PID Bonds pursuant to the terms of the Indenture.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the

sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the PID Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments, as shown on **Exhibits F-1, Exhibit F-2, and Exhibit G-1, Exhibit G-2, Exhibit G-3, and Exhibit G-4**, to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall provide the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit L**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the outstanding Assessment obligation to be reduced and the principal amount in the Assessment Roll revised accordingly; (2) the Administrator shall provide the revised Assessment Roll, to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment shall be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-1** shows the projected Annual Installments for the District. **Exhibit G-4** shows the projected Annual Installments for the Single Family Lot. In no case will the Assessment for the Single Family Lot exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each

Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

If PID Bonds are issued, the City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2021. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property. The owner will remain liable

to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment.

Following the initiation of a Taking, the Administrator will be required, as part of the next Annual Service Plan Update, to determine the portion of the Assessment that was levied against the Assessed Property that would have been allocated to the Taken Property prior to its reclassification as Non-Benefitted Property based on a manner that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefitted.

Within 30 days of the receipt by the owner of the funds received from the entity taking the Taken Property, the owner or shall make a Prepayment of the Assessment in an amount equal to the lesser of (i) the amount the owner received as a result of the Taking or (ii) the amount determined by the Administrator in the above paragraph; provided, however, that in all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the portion of the \$100 Assessment that would have been allocated to the Taken Property prior to its reallocation is \$10 and the owner receives \$8 as compensation for the Taken Property as a result of the Taking, the owner shall be required to pay \$8 as a Prepayment of the Assessment against the Remaining Property (in addition to any other amount that would be required to ensure the Assessment does not exceed the Maximum Assessment). Alternatively, in the above scenario, if the owner receives \$20 in compensation for the Taken Property, the owner shall be required to pay \$10 as a Prepayment of the Assessment.

Notwithstanding the previous paragraphs, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed as shown on a final plat, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the total amount of the Assessment levied against both the Taken Property and Remaining Property. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**, and the Future Improvement Area Assessment Roll is attached as **Exhibit F-2**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

- Exhibit A-1** District Legal Description
- Exhibit A-2** Improvement Area #1 Legal Description
- Exhibit A-3** Future Improvement Area Legal Description
- Exhibit B-1** District Boundary Map
- Exhibit B-2** Improvement Area #1 Boundary Map
- Exhibit B-3** Future Improvement Area Boundary Map
- Exhibit C** Authorized Improvements
- Exhibit D** Service Plan – Five Year Plan
- Exhibit E** Service Plan – Sources and Uses
- Exhibit F-1** Improvement Area #1 Assessment Roll
- Exhibit F-2** Future Improvement Area Assessment Roll
- Exhibit G-1** District Annual Installments
- Exhibit G-2** Improvement Area #1 Annual Installments
- Exhibit G-3** Future Improvement Area Annual Installments
- Exhibit G-4** Single Family Lot Annual Installments
- Exhibit H** Maximum Assessment per Lot Type
- Exhibit I** Map of Authorized Improvements
- Exhibit J** Allocation of Major Improvements
- Exhibit K** Concept Plan
- Exhibit L** Notice of PID Assessment Termination

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being all of those certain called 398 acre tract and 335.6 acre tract described in a deed to BCT Justin Property, LP recorded in Instrument No. 2014-84946 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Southwest corner of said 398 acre tract, the Northwest corner of a called 322.98 acre tract described in a deed to SEF Holdings, Ltd. Recorded in Instrument No. 2015-100230 (DRDCT), being in the approximate centerline intersection of Dove Hollow Lane and South County Line Road, said point being the recognized Southwest corner of said Robert A. Walker Survey, the recognized Northwest corner of James C. Jack Survey, Abstract No. 679, and the recognized East line of the Green B. Buchanan Survey, Abstract No. 32;

THENCE North 00 deg. 10 min. 24 sec. West along the West line of said 398 acre tract and the recognized West line of said Robert A. Walker Survey and the recognized East line of said Green B. Buchanan Survey, and the recognized East line of the Smith County School Land Survey, Abstract No. 1137, a distance of 5636.68 feet to a railroad spike found for the Northwest corner of said 398 acre tract and being the Southwest corner of a remainder of called 70.75 acre tract described in a deed to Walter Stewart Miller, III recorded in Volume 4575, Page 2577 (DRDCT);

THENCE North 89 deg. 55 min. 08 sec. East departing said Survey lines and continue along the North line of said 398 acre tract and the South line of said 70.75 acre tract, a distance of 342.59 feet to a 1/2" iron rod found "bent" in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 617.96 feet, a central angle of 22 deg. 00 min. 02 sec., and being subtended by a chord which bears South 79 deg. 04 min. 51 sec. East - 235.83 feet;

THENCE in an easterly direction along said curve to the left, departing said North and South lines, and continue along said South right-of-way line, a distance of 237.29 feet to a 1/2" iron rod found;

THENCE North 89 deg. 55 min. 08 sec. East tangent to said curve and continue along said South right-of-way line, a distance of 1797.59 feet to a 5/8" iron rod found;

THENCE North 89 deg. 56 min. 08 sec. East along said South right-of-way line, a distance of 3240.21 feet to a 5/8" iron rod found in the East line of said 335.6 acre tract and the West line of a called 191.8 acre tract described in a deed to Rosemarie Green Peterson and James Martin Green recorded in Volume 4172, Page 1024 (DRDCT);

THENCE South 00 deg. 24 min. 47 sec. East along said East and West lines, a distance of 5614.78 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said 335.6 acre tract and the Southwest corner of said 191.8 acre tract, same being the

Southwest corner of a called 770.8 acre tract described in a deed to Nannie B. Andrews, et al recorded in Volume 112, Page 57 (DRDCT), said 770.8 acre tract being a senior tract of said 191.8 acre tract, and being in the recognized South line of said William C. Brookfield Survey and the recognized North line of said James C. Jack Survey, from which a railroad spike found for the recognized Northeast corner of said James C. Jack Survey bears South 89 deg. 50 min. 15 sec. East - 6642.23 feet and from which a 5/8" iron rod found for the Southeast corner of said 770.8 acre tract bears South 89 deg. 50 min. 15 sec. East - 7151.49 feet;

THENCE North 89 deg. 50 min. 15 sec. West along the South lines of said 335.6 acre tract and 398 acre tract, the recognized South line of said William C. Brookfield Survey, the recognized South line of said Robert A. Walker Survey, and the recognized North line of said James C. Jack Survey, a distance of 5635.41 feet to the **POINT OF BEGINNING**, containing 31,529,676 square feet or 723.822 acres of land, more or less.

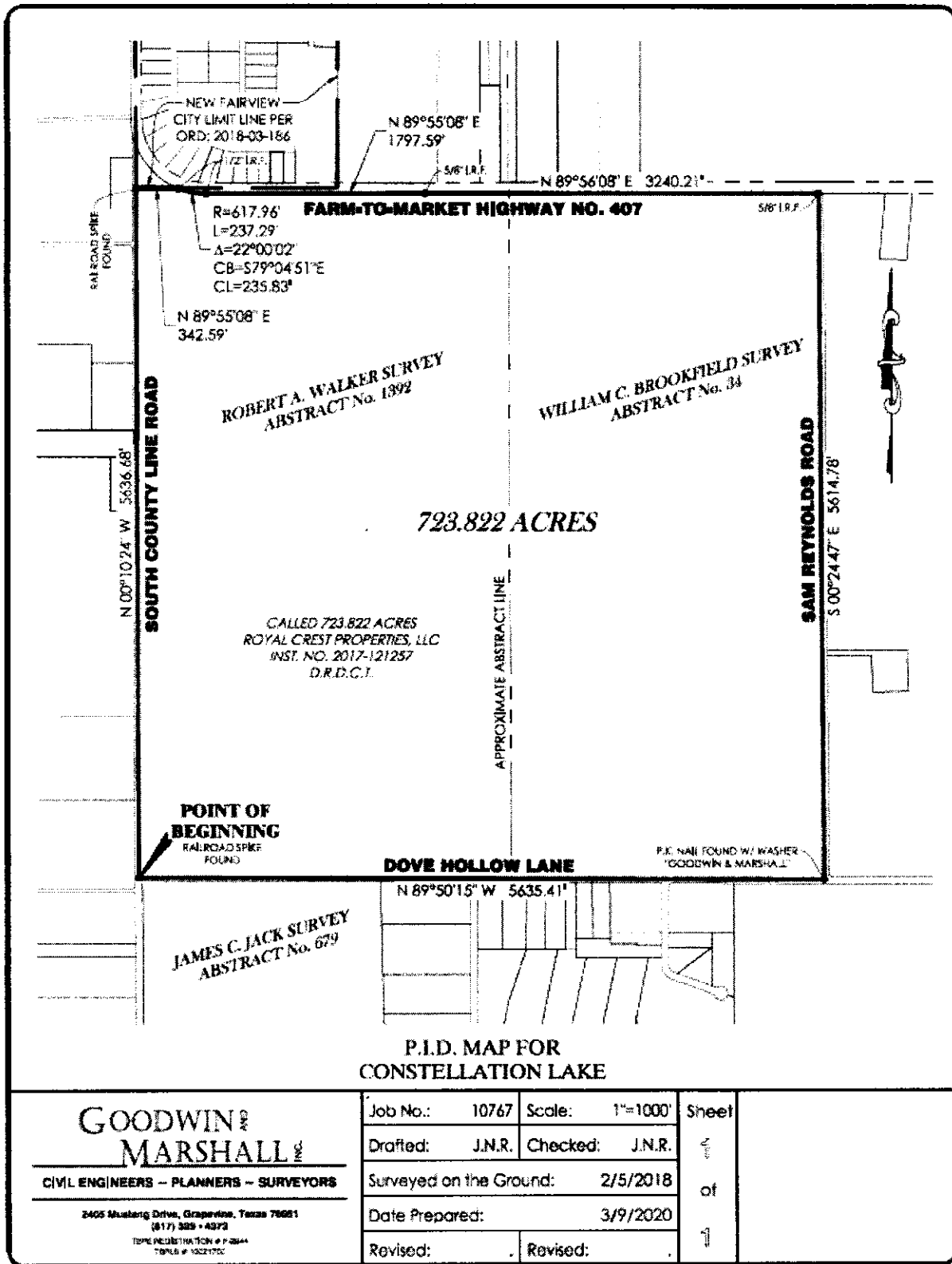
EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

[Developer to provide.]

EXHIBIT A-3 – FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

[Developer to provide.]

EXHIBIT B-1 – DISTRICT BOUNDARY MAP



GOODWIN & MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76021
(817) 309-4372
TYPE REGISTRATION # P-2844
TRUST # 10221702

Job No.:	10767	Scale:	1"=1000'
Drafted:	J.N.R.	Checked:	J.N.R.
Surveyed on the Ground:	2/5/2018		
Date Prepared:	3/9/2020		
Revised:		Revised:	

Sheet
1
of
1

E:\10767 - County the Estates\CGO\CKING\IND\10767-PID.dwg

EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

[Developer to provide.]

EXHIBIT B-3 – FUTURE IMPROVEMENT AREA BOUNDARY MAP

[Developer to provide.]

EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs ¹	Developer Contribution ²	Total District Eligible Costs	Authorized Improvements	
				Improvement Area #1	Future Improvement Area
				Cost	Cost
Improvement Area #1 Improvements					
Roads	\$ 1,609,875	\$ 82,654	\$ 1,527,221	100%	\$ -
Storm Drain	1,128,622	57,945	1,070,677	100%	-
Soft Costs	561,392	28,823	532,569	100%	-
	\$ 3,299,889	\$ 169,422	\$ 3,130,466		\$ -
Future Improvement Area Improvements					
Roads	\$ 16,680,093	\$ 856,386	\$ 15,823,707	0%	\$ 15,823,707
Storm Drain	7,355,457	377,642	6,977,815	0%	6,977,815
Soft Costs	4,927,288	252,976	4,674,312	0%	4,674,312
	\$ 28,962,838	\$ 1,487,004	\$ 27,475,834		\$ 27,475,834
Major Improvements					
Landscaping, Entryway, Open Space, and Parks	8,010,012	411,248	7,598,763	4%	7,267,897
Soft Costs	1,642,052	84,306	1,557,746	4%	1,489,919
	\$ 9,652,064	\$ 495,554	\$ 9,156,510		\$ 8,757,816
Private Improvements					
Water ³	\$ -	-	\$ -	0%	\$ -
Sanitary Sewer ³	\$ -	-	\$ -	0%	\$ -
	\$ -	\$ -	\$ -		\$ -
Total	\$ 41,914,791	\$ 2,151,981	\$ 39,762,810		\$ 36,233,650

Notes:

- 1) Authorized Improvement costs as provided by the Developer.
- 2) Developer contribution is allocation of Authorized Improvements to commercial, multi-family, townhomes, and school district property located within the PID that benefit from Authorized Improvements, but are not Assessed for Authorized Improvements costs.
- 3) Water and sanitary sewer service to Single Family Lots in the Future Improvement Area shall be provided by Aqua Texas in accordance with the agreement between Developer and Aqua Texas, or the then-current CCN-holder. Single Family Lots in Improvement Area #1 shall be provided sanitary sewer service by on-site septic facilities and retail water service by Aqua Texas in accordance with the agreement between the Developer and Aqua Texas, or the then-current CCN-holder. Water and sanitary sewer infrastructure within the District shall be constructed by the Developer at no cost to the City and shall not be eligible for reimbursement to the Developer through the District.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Improvement Area #1 ^[a,b]					
Installments Due	1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal	\$ -	\$ 26,782	\$ 28,078	\$ 29,437	\$ 30,862
Interest	-	83,792	82,495	81,136	79,712
(1)	\$ -	\$ 110,574	\$ 110,574	\$ 110,574	\$ 110,574
Annual Collection Costs	\$ 1,306	\$ 1,332	\$ 1,339	\$ 1,365	\$ 1,391
(2)	\$ 1,306	\$ 1,332	\$ 1,339	\$ 1,365	\$ 1,391
Annual Installment	\$ 1,306	\$ 111,906	\$ 111,912	\$ 111,938	\$ 111,964
(3) = (1) + (2)	\$ 1,306	\$ 111,906	\$ 111,912	\$ 111,938	\$ 111,964

Future Improvement Area ^[b]					
Installments Due	1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
(1)	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Collection Costs	\$ 28,694	\$ 29,268	\$ 29,873	\$ 30,472	\$ 31,082
(2)	\$ 28,694	\$ 29,268	\$ 29,873	\$ 30,472	\$ 31,082
Annual Installment	\$ 28,694	\$ 29,268	\$ 29,873	\$ 30,472	\$ 31,082
(3) = (1) + (2)	\$ 28,694	\$ 29,268	\$ 29,873	\$ 30,472	\$ 31,082

Notes:

[a] Assumes the Trigger Date for collection of Improvement Area #1 Annual Installments will be met on or before July 31, 2020.

[b] Collection of principal and interest on each Improvement Area will begin when the Trigger Date is met for said Improvement Area. To be updated annually in each Annual Service Plan Update.

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Improvement Area #1	Future Improvement Area	Total
Sources of Funds			
Improvement Area #1 Developer Advance ¹	\$ 1,731,233	\$ -	\$ 1,731,233
Future Improvement Area Developer Advance ¹	-	38,028,767	38,028,767
Developer Contribution ²	1,988,927	165,864	2,154,791
Total Sources	\$ 3,720,159	\$ 38,194,631	\$ 41,914,791
Uses of Funds			
Improvement Area #1 Improvements	\$ 3,299,889	\$ -	\$ 3,299,889
Future Improvement Area Improvements	-	28,962,838	28,962,838
Major Improvements	420,271	9,231,793	9,652,064
Private Improvements ³	-	-	-
<i>District Formation and Bond Issuance Costs</i>			
Debt Service Reserve Fund	-	-	-
Capitalized Interest	-	-	-
Underwriter Discount	-	-	-
Cost of Issuance	-	-	-
Total Uses	\$ 3,720,159	\$ 38,194,631	\$ 41,914,791

Notes:

- 1) Per the Reimbursement Agreement, this amount is eligible to be repaid to the Developer.
- 2) Non-reimbursable to the Developer.
- 3) Water and sanitary sewer service to Single Family Lots in the Future Improvement Area shall be provided by Aqua Texas in accordance with the agreement between Developer and Aqua Texas, or the then-current CCN-holder. Single Family Lots in Improvement Area #1 shall be provided sanitary sewer service by on-site septic facilities and retail water service by Aqua Texas in accordance with the agreement between the Developer and Aqua Texas, or the then-current CCN-holder. Water and sanitary sewer infrastructure within the District shall be constructed by the Developer at no cost to the City and shall not be eligible for reimbursement to the Developer through the District.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Parcel	Outstanding Assessment	Annual Installment Due 1/31/2021 ¹
Improvement Area #1 Initial Parcel	\$ 1,731,232.88	\$ 1,306.26
Total	\$ 1,731,232.88	\$ 1,306.26

Notes:

1) Assumes the Trigger Date for Improvement Area #1 will be met after July 31, 2020. Prior to the Trigger Date being met for the Future Improvement Area, the Future Improvement Area will continue to pay its allocable share of Annual Collection Costs pro rata based on the then outstanding principal Assessment.

EXHIBIT F-2 – FUTURE IMPROVEMENT AREA ASSESSMENT ROLL

Parcel	Outstanding Assessment	Annual Installment Due 1/31/2021 ¹
Future Improvement Area Initial Parcel	\$ 38,028,767.12	\$ 28,693.74
Total	\$ 38,028,767.12	\$ 28,693.74

Notes:

1) Prior to the Trigger Date being met for the Future Improvement Area, the Future Improvement Area will continue to pay its allocable share of Annual Collection Costs pro rata based on the then outstanding principal Assessment.

EXHIBIT G-1 – DISTRICT ANNUAL INSTALLMENTS

Annual Installments Due 1/31	Principal	Interest	Annual Collection Costs	Total Annual Installment ^{1,2}
2021	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00
2022	\$ 26,781.87	\$ 83,791.67	\$ 30,600.00	\$ 141,173.54
2023	\$ 624,205.85	\$ 1,923,087.75	\$ 31,212.00	\$ 2,578,505.60
2024	\$ 653,820.35	\$ 1,892,876.19	\$ 31,836.24	\$ 2,578,532.78
2025	\$ 684,856.25	\$ 1,861,231.29	\$ 32,472.96	\$ 2,578,560.51
2026	\$ 717,382.12	\$ 1,828,084.24	\$ 33,122.42	\$ 2,578,588.78
2027	\$ 751,469.82	\$ 1,793,362.95	\$ 33,784.87	\$ 2,578,617.64
2028	\$ 787,194.67	\$ 1,756,991.81	\$ 34,460.57	\$ 2,578,647.05
2029	\$ 824,635.69	\$ 1,718,891.60	\$ 35,149.78	\$ 2,578,677.07
2030	\$ 863,875.66	\$ 1,678,979.22	\$ 35,852.78	\$ 2,578,707.66
2031	\$ 905,001.42	\$ 1,637,167.65	\$ 36,569.83	\$ 2,578,738.90
2032	\$ 948,103.95	\$ 1,593,365.58	\$ 37,301.23	\$ 2,578,770.76
2033	\$ 993,278.64	\$ 1,547,477.35	\$ 38,047.25	\$ 2,578,803.24
2034	\$ 1,040,625.51	\$ 1,499,402.66	\$ 38,808.20	\$ 2,578,836.37
2035	\$ 1,090,249.41	\$ 1,449,036.38	\$ 39,584.36	\$ 2,578,870.16
2036	\$ 1,142,260.26	\$ 1,396,268.30	\$ 40,376.05	\$ 2,578,904.62
2037	\$ 1,196,773.30	\$ 1,340,982.91	\$ 41,183.57	\$ 2,578,939.78
2038	\$ 1,253,909.33	\$ 1,283,059.09	\$ 42,007.24	\$ 2,578,975.67
2039	\$ 1,313,794.97	\$ 1,222,369.88	\$ 42,847.39	\$ 2,579,012.24
2040	\$ 1,376,563.02	\$ 1,158,782.20	\$ 43,704.34	\$ 2,579,049.56
2041	\$ 1,442,352.64	\$ 1,092,156.55	\$ 44,578.42	\$ 2,579,087.61
2042	\$ 1,511,309.75	\$ 1,022,346.67	\$ 45,469.99	\$ 2,579,126.42
2043	\$ 1,583,587.35	\$ 949,199.29	\$ 46,379.39	\$ 2,579,166.03
2044	\$ 1,659,345.78	\$ 872,553.67	\$ 47,306.98	\$ 2,579,206.43
2045	\$ 1,738,753.18	\$ 792,241.32	\$ 48,253.12	\$ 2,579,247.61
2046	\$ 1,821,985.79	\$ 708,085.67	\$ 49,218.18	\$ 2,579,289.64
2047	\$ 1,909,228.40	\$ 619,901.56	\$ 50,202.54	\$ 2,579,332.50
2048	\$ 2,000,674.71	\$ 527,494.90	\$ 51,206.59	\$ 2,579,376.20
2049	\$ 2,096,527.82	\$ 430,662.25	\$ 52,230.73	\$ 2,579,420.80
2050	\$ 2,197,000.64	\$ 329,190.30	\$ 53,275.34	\$ 2,579,466.29
2051	\$ 2,302,316.38	\$ 222,855.47	\$ 54,340.85	\$ 2,579,512.69
2052	\$ 2,302,135.46	\$ 111,423.36	\$ 55,427.66	\$ 2,468,986.48
Total	\$ 39,760,000.00	\$ 36,343,319.74	\$ 1,326,810.89	\$ 77,430,130.63

Notes:

- 1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, or other available offsets could increase or decrease the amounts shown.
- 2) Interest is calculated at 4.84% from the Trigger Date, which is not higher than 2% above the highest bond index of 2.84% within the last 30 days provided by the City's Financial Advisor Hilltop Securities, as allowed by the PID Act. **Table is shown for illustrative purposes only, and is subject to change pending the actual Trigger Date for each Improvement Area and subdivision of property. Assumes the Trigger Date for collection of Future Improvement Area Annual Installments will be met on or before July 31, 2022.**

EXHIBIT G-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due 1/31	Principal	Interest	Annual Collection Costs	Total Annual Installment ¹
2021	\$ -	\$ -	\$ 1,306.26	\$ 1,306.26
2022	\$ 26,781.87	\$ 83,791.67	\$ 1,332.39	\$ 111,905.92
2023	\$ 28,078.11	\$ 82,495.43	\$ 1,338.91	\$ 111,912.45
2024	\$ 29,437.09	\$ 81,136.45	\$ 1,364.63	\$ 111,938.17
2025	\$ 30,861.84	\$ 79,711.69	\$ 1,390.73	\$ 111,964.27
2026	\$ 32,355.56	\$ 78,217.98	\$ 1,417.20	\$ 111,990.74
2027	\$ 33,921.57	\$ 76,651.97	\$ 1,444.03	\$ 112,017.57
2028	\$ 35,563.37	\$ 75,010.17	\$ 1,471.20	\$ 112,044.74
2029	\$ 37,284.64	\$ 73,288.90	\$ 1,498.69	\$ 112,072.23
2030	\$ 39,089.21	\$ 71,484.32	\$ 1,526.47	\$ 112,100.01
2031	\$ 40,981.13	\$ 69,592.41	\$ 1,554.50	\$ 112,128.04
2032	\$ 42,964.62	\$ 67,608.92	\$ 1,582.75	\$ 112,156.29
2033	\$ 45,044.11	\$ 65,529.43	\$ 1,611.15	\$ 112,184.69
2034	\$ 47,224.24	\$ 63,349.30	\$ 1,639.63	\$ 112,213.17
2035	\$ 49,509.89	\$ 61,063.64	\$ 1,668.12	\$ 112,241.66
2036	\$ 51,906.17	\$ 58,667.36	\$ 1,696.49	\$ 112,270.03
2037	\$ 54,418.43	\$ 56,155.11	\$ 1,724.61	\$ 112,298.14
2038	\$ 57,052.28	\$ 53,521.25	\$ 1,752.28	\$ 112,325.82
2039	\$ 59,813.61	\$ 50,759.92	\$ 1,779.27	\$ 112,352.81
2040	\$ 62,708.59	\$ 47,864.94	\$ 1,805.26	\$ 112,378.80
2041	\$ 65,743.69	\$ 44,829.85	\$ 1,829.81	\$ 112,403.35
2042	\$ 68,925.68	\$ 41,647.85	\$ 1,852.33	\$ 112,425.87
2043	\$ 72,261.69	\$ 38,311.85	\$ 1,871.98	\$ 112,445.52
2044	\$ 75,759.15	\$ 34,814.39	\$ 1,887.52	\$ 112,461.06
2045	\$ 79,425.90	\$ 31,147.64	\$ 1,897.11	\$ 112,470.65
2046	\$ 83,270.11	\$ 27,303.43	\$ 1,897.83	\$ 112,471.37
2047	\$ 87,300.38	\$ 23,273.16	\$ 1,884.77	\$ 112,458.31
2048	\$ 91,525.72	\$ 19,047.82	\$ 1,849.07	\$ 112,422.61
2049	\$ 95,955.56	\$ 14,617.97	\$ 1,772.87	\$ 112,346.41
2050	\$ 100,599.81	\$ 9,973.72	\$ 1,614.12	\$ 112,187.66
2051	\$ 105,468.85	\$ 5,104.69	\$ 1,244.72	\$ 111,818.26
Total	\$ 1,731,232.88	\$ 1,585,973.24	\$ 49,200.48	\$ 3,366,406.60

Notes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at 4.84% from the Trigger Date, which is not higher than 2% above the highest bond index of 2.84% within the last 30 days provided by the City's Financial Advisor Hilltop Securities, as allowed by the PID Act.

Table is shown for illustrative purposes only, and is subject to change pending the actual Trigger Date for Improvement Area #1. Assumes the Trigger Date for collection of Future Improvement Area Annual Installments will be after July 31, 2020.

EXHIBIT G-3 – FUTURE IMPROVEMENT AREA ANNUAL INSTALLMENTS

Annual Installments Due	Annual Installments		Annual Collection		Total Annual Installment ¹
	Principal	Interest	Costs		
2021	\$ -	\$ -	\$ 28,693.74	\$	\$ 28,693.74
2022	\$ -	\$ -	\$ 29,267.61	\$	\$ 29,267.61
2023	\$ 596,127.74	\$ 1,840,592.32	\$ 29,873.09	\$	\$ 2,466,593.15
2024	\$ 624,383.26	\$ 1,811,739.74	\$ 30,471.61	\$	\$ 2,466,594.61
2025	\$ 653,994.41	\$ 1,781,519.60	\$ 31,082.23	\$	\$ 2,466,596.24
2026	\$ 685,026.56	\$ 1,749,866.26	\$ 31,705.22	\$	\$ 2,466,598.04
2027	\$ 717,548.25	\$ 1,716,710.98	\$ 32,340.84	\$	\$ 2,466,600.07
2028	\$ 751,631.30	\$ 1,681,981.64	\$ 32,989.37	\$	\$ 2,466,602.31
2029	\$ 787,351.05	\$ 1,645,602.70	\$ 33,651.09	\$	\$ 2,466,604.84
2030	\$ 824,786.45	\$ 1,607,494.90	\$ 34,326.31	\$	\$ 2,466,607.66
2031	\$ 864,020.29	\$ 1,567,575.24	\$ 35,015.33	\$	\$ 2,466,610.86
2032	\$ 905,139.33	\$ 1,525,756.66	\$ 35,718.48	\$	\$ 2,466,614.47
2033	\$ 948,234.53	\$ 1,481,947.92	\$ 36,436.11	\$	\$ 2,466,618.56
2034	\$ 993,401.27	\$ 1,436,053.36	\$ 37,168.56	\$	\$ 2,466,623.19
2035	\$ 1,040,739.52	\$ 1,387,972.74	\$ 37,916.24	\$	\$ 2,466,628.50
2036	\$ 1,090,354.09	\$ 1,337,600.94	\$ 38,679.56	\$	\$ 2,466,634.59
2037	\$ 1,142,354.87	\$ 1,284,827.80	\$ 39,458.96	\$	\$ 2,466,641.63
2038	\$ 1,196,857.05	\$ 1,229,537.84	\$ 40,254.96	\$	\$ 2,466,649.85
2039	\$ 1,253,981.36	\$ 1,171,609.96	\$ 41,068.11	\$	\$ 2,466,659.43
2040	\$ 1,313,854.43	\$ 1,110,917.26	\$ 41,899.07	\$	\$ 2,466,670.76
2041	\$ 1,376,608.95	\$ 1,047,326.70	\$ 42,748.61	\$	\$ 2,466,684.26
2042	\$ 1,442,384.07	\$ 980,698.82	\$ 43,617.66	\$	\$ 2,466,700.55
2043	\$ 1,511,325.66	\$ 910,887.44	\$ 44,507.41	\$	\$ 2,466,720.51
2044	\$ 1,583,586.63	\$ 837,739.28	\$ 45,419.46	\$	\$ 2,466,745.37
2045	\$ 1,659,327.28	\$ 761,093.68	\$ 46,356.01	\$	\$ 2,466,776.97
2046	\$ 1,738,715.68	\$ 680,782.24	\$ 47,320.35	\$	\$ 2,466,818.27
2047	\$ 1,821,928.02	\$ 596,628.40	\$ 48,317.77	\$	\$ 2,466,874.19
2048	\$ 1,909,148.99	\$ 508,447.08	\$ 49,357.53	\$	\$ 2,466,953.60
2049	\$ 2,000,572.26	\$ 416,044.28	\$ 50,457.86	\$	\$ 2,467,074.40
2050	\$ 2,096,400.83	\$ 319,216.58	\$ 51,661.22	\$	\$ 2,467,278.63
2051	\$ 2,196,847.53	\$ 217,750.78	\$ 53,096.12	\$	\$ 2,467,694.43
2052	\$ 2,302,135.46	\$ 111,423.36	\$ 55,427.66	\$	\$ 2,468,986.48
Total	\$ 38,028,767.12	\$ 34,757,346.50	\$ 1,276,304.15	\$	\$ 74,062,417.77

Notes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at 4.84% from the Trigger Date, which is not higher than 2% above the highest bond index of 2.84% within the last 30 days provided by the City's Financial Advisor Hilltop Securities, as allowed by the PID Act.

Table is shown for illustrative purposes only, and is subject to change pending the actual Trigger Date for the Future Improvement Area and subdivision of property. Assumes the Trigger Date for collection of Future Improvement Area Annual Installments will be met on or before July 31, 2022. Prior to the Trigger Date being met for the Future Improvement Area, the Future Improvement Area will continue to pay its allocable share of Annual Collection Costs pro rata based on the then outstanding principal Assessment.

EXHIBIT G-4 – SINGLE FAMILY LOT ANNUAL INSTALLMENTS

Annual Installments					Annual Collection			Total Annual
Due	Principal	Interest			Costs			Installment ¹
Year 1	\$ 300.92	\$ 941.48	\$	\$	14.97	\$	\$	1,257.37
Year 2	\$ 315.48	\$ 926.91	\$	\$	15.04	\$	\$	1,257.44
Year 3	\$ 330.75	\$ 911.65	\$	\$	15.33	\$	\$	1,257.73
Year 4	\$ 346.76	\$ 895.64	\$	\$	15.63	\$	\$	1,258.03
Year 5	\$ 363.55	\$ 878.85	\$	\$	15.92	\$	\$	1,258.32
Year 6	\$ 381.14	\$ 861.26	\$	\$	16.23	\$	\$	1,258.62
Year 7	\$ 399.59	\$ 842.81	\$	\$	16.53	\$	\$	1,258.93
Year 8	\$ 418.93	\$ 823.47	\$	\$	16.84	\$	\$	1,259.24
Year 9	\$ 439.20	\$ 803.19	\$	\$	17.15	\$	\$	1,259.55
Year 10	\$ 460.46	\$ 781.94	\$	\$	17.47	\$	\$	1,259.87
Year 11	\$ 482.75	\$ 759.65	\$	\$	17.78	\$	\$	1,260.18
Year 12	\$ 506.11	\$ 736.29	\$	\$	18.10	\$	\$	1,260.50
Year 13	\$ 530.61	\$ 711.79	\$	\$	18.42	\$	\$	1,260.82
Year 14	\$ 556.29	\$ 686.11	\$	\$	18.74	\$	\$	1,261.14
Year 15	\$ 583.22	\$ 659.18	\$	\$	19.06	\$	\$	1,261.46
Year 16	\$ 611.44	\$ 630.96	\$	\$	19.38	\$	\$	1,261.78
Year 17	\$ 641.04	\$ 601.36	\$	\$	19.69	\$	\$	1,262.09
Year 18	\$ 672.06	\$ 570.34	\$	\$	19.99	\$	\$	1,262.39
Year 19	\$ 704.59	\$ 537.81	\$	\$	20.28	\$	\$	1,262.68
Year 20	\$ 738.69	\$ 503.71	\$	\$	20.56	\$	\$	1,262.96
Year 21	\$ 774.45	\$ 467.95	\$	\$	20.81	\$	\$	1,263.21
Year 22	\$ 811.93	\$ 430.47	\$	\$	21.03	\$	\$	1,263.43
Year 23	\$ 851.23	\$ 391.17	\$	\$	21.21	\$	\$	1,263.61
Year 24	\$ 892.43	\$ 349.97	\$	\$	21.32	\$	\$	1,263.72
Year 25	\$ 935.62	\$ 306.78	\$	\$	21.32	\$	\$	1,263.72
Year 26	\$ 980.90	\$ 261.50	\$	\$	21.18	\$	\$	1,263.58
Year 27	\$ 1,028.38	\$ 214.02	\$	\$	20.78	\$	\$	1,263.18
Year 28	\$ 1,078.15	\$ 164.25	\$	\$	19.92	\$	\$	1,262.32
Year 29	\$ 1,130.33	\$ 112.06	\$	\$	18.14	\$	\$	1,260.54
Year 30	\$ 1,185.04	\$ 57.36	\$	\$	13.99	\$	\$	1,256.38
Total	\$ 19,452.05	\$ 17,819.92	\$	\$	552.81	\$	\$	37,824.79

Notes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at 4.84% from the Trigger Date, which is not higher than 2% above the highest bond index of 2.84% within the last 30 days provided by the City's Financial Advisor Hilltop Securities, as allowed by the PID Act.

Table is shown for illustrative purposes only, and is subject to change pending the actual Trigger Date for each Improvement Area and subdivision of property.

EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type¹	Units^{1,2}	Total Assessment	Maximum Assessment Per Unit
Improvement Area #1			
Phase 1	89	\$ 1,731,233	\$ 19,452.05
	89	\$ 1,731,233	
Future Improvement Area			
Phase 2	401	\$ 7,800,274	\$ 19,452.05
Phase 3	355	\$ 6,905,479	\$ 19,452.05
Phase 4	250	\$ 4,863,014	\$ 19,452.05
Phase 5	252	\$ 4,901,918	\$ 19,452.05
Phase 6	382	\$ 7,430,685	\$ 19,452.05
Phase 7	315	\$ 6,127,397	\$ 19,452.05
	1,955	\$ 38,028,767	
Total	2,044	\$ 39,760,000	

Notes:

- 1) Development assumptions as provided by the Developer.
- 2) All units are assumed to be a Single Family Lots.

EXHIBIT I – MAP OF AUTHORIZED IMPROVEMENTS

[TO BE PROVIDED BY DEVELOPER.]

EXHIBIT J – ALLOCATION OF MAJOR IMPROVEMENTS

Lot Type	Units¹	Allocation of Major Improvements	Major Improvement Costs
Improvement Area #1			
Phase 1	89	4.35%	\$ 420,271
	<hr/> 89	<hr/> 4.35%	<hr/> \$ 420,271
Future Improvement Area			
Phase 2	401	19.62%	\$ 1,893,580
Phase 3	355	17.37%	1,676,361
Phase 4	250	12.23%	1,180,536
Phase 5	252	12.33%	1,189,981
Phase 6	382	18.69%	1,803,859
Phase 7	315	15.41%	1,487,476
	<hr/> 1,955	<hr/> 95.65%	<hr/> \$ 9,231,793
Total	<hr/> 2,044		<hr/> \$ 9,652,064

Notes

1) Development assumptions as provided by the Developer.

EXHIBIT K - CONCEPT PLAN

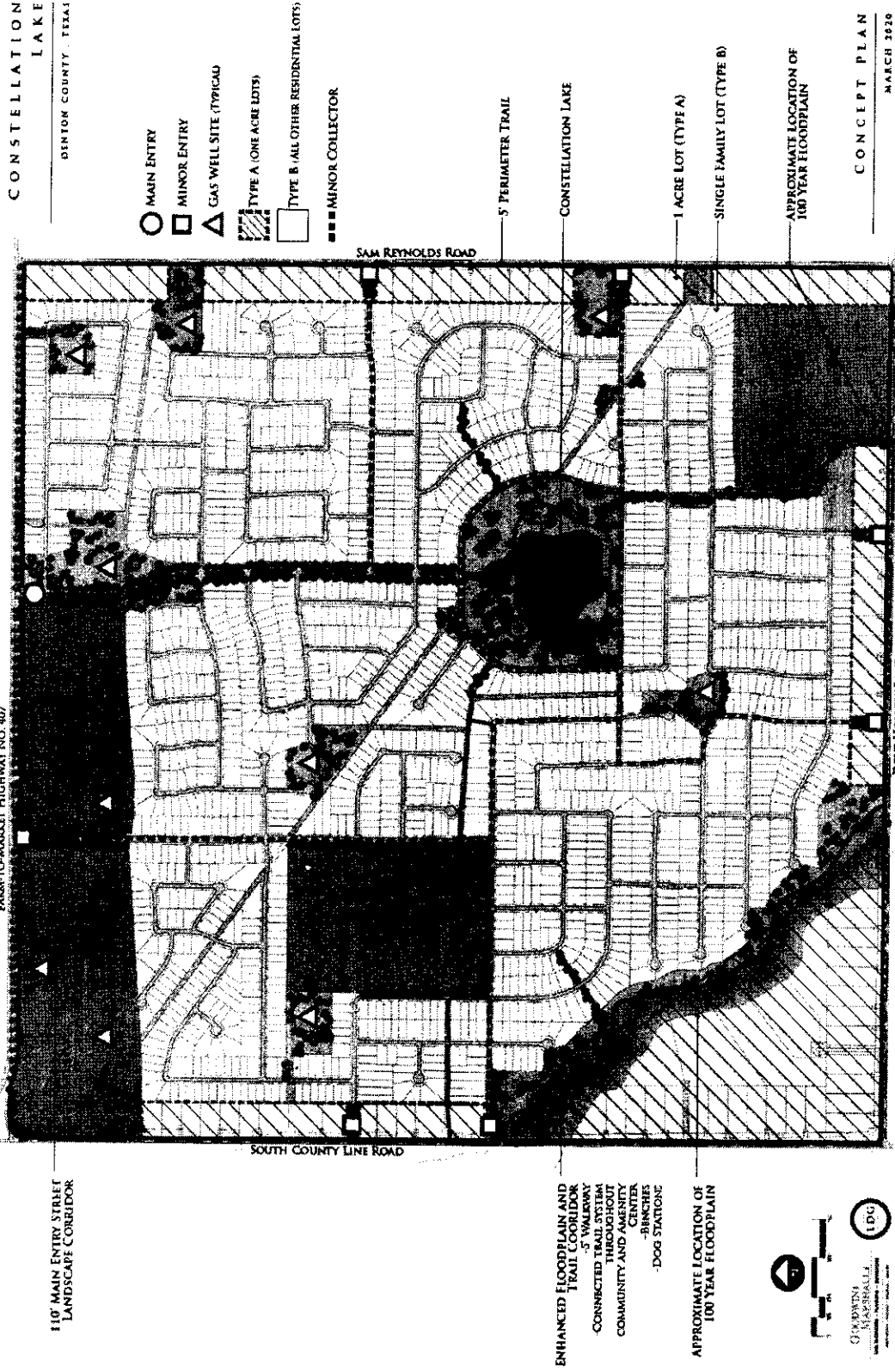


EXHIBIT L – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
350 Rufe Snow Drive, Suite 200
Keller, TX 76248

[Date]
Denton County Clerk's Office
Honorable [County Clerk Name]
1450 E McKinney St
Denton, TX 76209

Re: City of New Fairview Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of New Fairview is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of New Fairview
Attn: [City Secretary]
999 Illinois Lane
New Fairview, TX 76078

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

Mary Petty
P: (817) 393-0353
admin@p3-works.com

[legal description], a subdivision in Denton County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Denton County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Denton County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF NEW FAIRVIEW, TEXAS,
A Type A municipality,

By: _____
[Administrator Name], City Administrator

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Administrator Name], City Administrator for the City of New Fairview, Texas, a Type A municipality, on behalf of said municipality.

Notary Public, State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS APPROVING THE PID REIMBURSEMENT AGREEMENT - CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT PROJECT WITH ROYAL CREST PROPERTIES, LLC; AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY TO EXECUTE THE PID REIMBURSEMENT AGREEMENT - CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 6, 2020 the City Council passed and approved a resolution authorizing the creation of the Constellation Lake Public Improvement District (the "District") covering approximately 723.822 acres of land described by metes and bounds in said Resolution (the "District Property"); and

WHEREAS, Royal Crest Properties, LLC (the "Developer") and the City have negotiated the PID Reimbursement Agreement – Constellation Lake Public Improvement District Project (the "Reimbursement Agreement") to reimburse the Developer for actual costs of the authorized improvements paid by the Developer relating to the District Property pursuant to Chapter 372, Texas Local Government Code; and

WHEREAS, the City Council desires to approve the Reimbursement Agreement and authorize and direct the Mayor of the City to execute the Reimbursement Agreement.

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

Section 1. That certain Reimbursement Agreement titled "PID Reimbursement Agreement – Constellation Lake Public Improvement District Project" between the City and the Developer is hereby authorized and approved in substantially the form attached hereto as Exhibit A which is incorporated herein as a part hereof for all purposes and the Mayor is hereby authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Resolution and then as approved by the Mayor, such approval to be evidenced by the Mayor's execution thereof.

Section 2. This Resolution shall take effect immediately upon passage.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS ON APRIL 20, 2020

CITY OF NEW FAIRVIEW, TEXAS

APPROVED:

Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

EXHIBIT A

Constellation Lake Public Improvement District Reimbursement Agreement

PID Reimbursement Agreement

Constellation Lake Public Improvement District Project

This PID Reimbursement Agreement (this "Agreement") is entered into by Royal Crest Properties, LLC, a Texas limited liability company (the "Developer") and the City of New Fairview, Texas (the "City"), to be effective April 21, 2020 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2; and

WHEREAS, unless otherwise indicated or defined: (1) all references to "Section(s)" shall mean section(s) of this Agreement; (2) all references to "Exhibit(s)" shall mean exhibit(s) to this Agreement, which Exhibits are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council; and

WHEREAS, the Developer and the City have entered into a Development Agreement, effective as of March 2, 2020, relating to the development of the Property and the financing of public improvements within the PID; and

WHEREAS, on April 6, 2020, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 723.822 contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution; and

WHEREAS, prior to the issuance of any PID Bonds, the Developer has paid and may continue to pay for the actual costs of certain Authorized Improvements benefitting the Property; and

WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act and provided for in Section 5.08 of the Development Agreement; and

WHEREAS, the RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement. NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

- 2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.
- 2.2 "Actual Costs" are defined in the SAP.
- 2.3 "Agreement" is defined in the introductory paragraph.

- 2.4 “Annual Collection Costs” are defined in the SAP.
- 2.5 “Annual Installment” is defined in the SAP.
- 2.6 “Assessed Parcel” means the property defined as Assessed Property in the SAP.
- 2.7 “Assessment Ordinance” the ordinance adopted by the City Council levying assessments on Property to pay Annual Collection Costs, costs of Authorized Improvements, PID Bonds, if issued, and obligations under this Agreement.
- 2.8 “Assessment Revenue” means the revenues actually received by or on behalf of the City from the collection of Special Assessments, including prepayments, Annual Installments, Delinquent Collection Costs, and foreclosure proceeds.
- 2.9 “Assessment Roll” is defined in the SAP.
- 2.10 “Authorized Improvements” means the improvements authorized by Section 372.003 of the Act and as more specifically described in Section III of the SAP, as updated annually in the Annual Service Plan Update.
- 2.11 “Bond Indenture” means the indenture of trust pursuant to which PID Bonds are issued.
- 2.12 “Bond Proceeds” mean the proceeds derived from the issuance and sale of PID Bonds that are deposited and made available to pay costs of Authorized Improvements, including design, engineering, construction and inspection costs in accordance with this Agreement and any Bond Indenture or SAP.
- 2.13 “Certificate for Payment” means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the trustee named in the Bond Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City.
- 2.14 “City” is defined in the introductory paragraph.
- 2.15 “City Council” means the governing body of the City.
- 2.16 “City Representative” means the person authorized by the City Council to undertake the actions referenced herein.
- 2.17 “Closing Disbursement Request” means a request substantially in the form of Exhibit B or as otherwise approved by the Parties.

- 2.18 “Cost Savings” is defined in Section 3.2(b).
- 2.19 “Default” is defined in Section 4.6.1.
- 2.20 “Delinquent Collection Costs” are defined in the SAP.
- 2.21 “Development Agreement” means that certain Development Agreement, effective as of March 2, 2020, as it may be amended from time to time, by and between the Developer and the City pertaining to the construction and installation of Authorized Improvements, as described in the Development Agreement, benefitting the PID.
- 2.22 “Developer” is defined in the introductory paragraph.
- 2.23 “Developer Advances” mean advances made by the Developer to pay Actual Costs.
- 2.24 “Effective Date” is defined in the introductory paragraph.
- 2.25 “Failure” is defined in Section 4.6.1.
- 2.26 “Improvements Completion Date” means the date of final completion of each phase of the Authorized Improvements.
- 2.27 “Maturity Date” is the date one year after the last Annual Installment is collected.
- 2.28 “Party” and “Parties” are defined in the introductory paragraph.
- 2.29 “PID” is defined as the Constellation Lake Public Improvement District created by the PID Creation Resolution.
- 2.30 “PID Bonds” bonds issued pursuant to the provisions of the Act in one or more series to fund Authorized Improvements or to reimburse the Developer for costs expended for Authorized Improvements.
- 2.31 “PID Creation Resolution” is defined as the resolution passed and approved by the City Council on April 6, 2020, authorizing the creation of the PID.
- 2.32 “PID Pledged Revenue Fund” means the Pledged Revenue Fund, as defined in the Bond Indenture, established or which may be established by the City (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing any PID Bonds issued and still outstanding.
- 2.33 “PID Project Fund” means the Project Fund, as defined in the Bond Indenture, including all accounts created within such fund, established or which may be established by the City (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in Bond Indenture or other appropriate document of the City.
- 2.34 “PID Reimbursement Fund” means the fund established by the City under this Agreement (and segregated from all other funds of the City, and which shall be held in trust under

a depository agreement and invested according to applicable law) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

2.35 “Property” means the 723.822 acres contained within the PID and more particularly described in the PID Creation Resolution.

2.36 “Reimbursement Agreement Balance” is defined in Section 3.3.

2.37 “SAP” means the service and assessment plan prepared and any updates thereto approved by the City Council, prepared in relation to the Property.

2.38 “Special Assessment” means an assessment levied pursuant to the provisions of the Act for payment of PID Bonds, Annual Collection Costs and obligations under this Agreement.

2.39 “Transfer” is defined in Section 4.14.

2.40 “Trustee” is defined in Section 3.5, or if no PID Bonds are issued, the banking entity with whom the City enters into a depository agreement with.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Unless and until PID Bonds are issued, the City shall bill, collect, and upon receipt, deposit into the PID Reimbursement Fund, which PID Reimbursement Fund is hereby created and established as a fund under this Agreement, all Assessment Revenue consisting of: (1) revenue collected from the payment of Special Assessments (including pre- payments and amounts received from the foreclosure of liens, but excluding costs and expenses related to collection); (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs); and (3) any other revenue authorized by the Act and approved by the City Council. If PID Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Assessment Revenue in the manner set forth in the Bond Indenture. The City shall also deposit Bond Proceeds in the manner set forth in the Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the Bond Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. The City hereby confirms, covenants, and agrees that for so long as amounts are due to the Developer under this Agreement and for so long as PID Bonds, if issued, are outstanding, that it will do the following in the manner and to the maximum extent permitted by applicable law: (i) take and pursue all actions necessary to cause the Special Assessments to be collected; (ii) take and pursue all actions necessary to cause the liens related to the Special Assessments to be enforced continuously, including diligently prosecuting an action in district court to foreclose for delinquent or nonpayment of Special Assessments, including Annual Installments, and (iii) take and pursue all actions necessary to cause no reduction, abatement or exemption of the Special Assessments. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Special Assessments or the corresponding

Assessed Parcel. If PID Bonds are issued, the Bond Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of Actual Costs.

(a) Unless and until PID Bonds are issued to pay Actual Costs of Authorized Improvements, the Developer may elect to incur Actual Costs in the design, engineering, construction, or acquisition of Authorized Improvements. If PID Bonds are issued, the Bond Proceeds shall be used in the manner provided in the Bond Indenture, and the Developer shall have no obligation to further incur Actual Costs unless the Bond Proceeds are insufficient to pay any remaining Actual Costs of Authorized Improvements, in which case the Developer shall pay the deficit, which deficit shall be subject to reimbursement through the PID Reimbursement Fund or as otherwise provided in the Bond Indenture, but in no way in an amount to exceed the Reimbursement Agreement Balance. As evidence of the advances of Actual Costs made by the Developer in connection with the issuance of PID Bonds, the Developer shall submit to the City for approval all information related to such costs that would be required by a Closing Disbursement Request. If the City chooses to issue PID Bonds to pay the Reimbursement Agreement Balance in full and all Authorized Improvements have been completed and the Developer has submitted a Certificate for Payment for all such Authorized Improvements, the Developer shall not be required to submit additional information to be reimbursed through Bond Proceeds. The Developer shall also be responsible for the payment of cost overruns; however, Cost Savings shall first be applied pursuant to the provisions of Section 3.2(b) of this Agreement. The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

(b) Upon the completion of an Authorized Improvement (or a completed segment or phase thereof) and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost(s) of such Authorized Improvement is less than the budgeted cost(s) (a "Cost Savings"), any remaining budgeted cost(s) will be available to pay Cost Savings on any other Authorized Improvement. Any Cost Savings for any Authorized Improvement is available to pay cost overruns on any other Authorized Improvement, and may be added to the amount approved for payment in any Certification for Payment.

3.3 Payment of Reimbursement Agreement Balance. Until and until PID Bonds are issued, the City agrees to pay to the Developer solely from funds on deposit in the PID Reimbursement Fund, and the Developer shall be entitled to receive payments from the City from such source until the Maturity Date for amounts shown on each Certificate for Payment (which amounts include only Actual Costs paid by or at the direction of the Developer). Any unpaid amount owed the Developer for all Certificates of Payment is referred to as the "Reimbursement Agreement Balance", which Reimbursement Agreement Balance shall not exceed the principal amount of the levy in the Assessment Ordinance, and from funds on deposit in the PID Reimbursement Fund on April 1 of each year after the Developer or Assignee has submitted Exhibit C after February 1 of each year requesting the annual payment under this Agreement, and the developer shall include the simple interest amounts calculated below. Upon the issuance of

PID Bonds, the City agrees to pay to the Developer from funds on deposit in the PID Project Fund, and the Developer shall be entitled to receive payments from the City from the PID Project Fund until the Maturity Date for amounts shown on each Certificate for Payment. The Reimbursement Amount Balance shall bear simple interest per annum at the rate of 4.84% until the Maturity Date. The interest rates in this section have been approved by the City Council and are authorized by the Act and were determined based upon the Bond Buyer Revenue Bond Index published in The Bond Buyer, a daily publication that publishes this interest rate index, and on the date of the determination, the applicable average index rate was 2.84%. The interest rate of 4.84% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the Act. The obligation of the City to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or Bond Proceeds on deposit in the PID Project Fund, and no other City funds, revenue, taxes, income, or property shall be required to be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from the PID Reimbursement Fund shall be preceded by Exhibit C, and may upon request, include an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, for the purposes of (1) paying the Reimbursement Agreement Balance and/or (2) paying directly the Actual Costs of the Authorized Improvements. The City and Developer agree that, upon request of the Developer and subject to market conditions, in accordance with the terms of this Agreement and in accordance with applicable law, the City Council may choose to issue bonds secured only by the Assessments for the purpose of reimbursing Developer to the maximum extent allowed by law and the SAP for the costs of the Authorized Improvements. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City under this Agreement. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the Bond Indenture. Upon the issuance of PID Bonds for such purpose, the Developer's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the Bond Indenture related to any outstanding PID Bonds. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Authorized Improvements described in the Bond Indenture, the SAP, the Development Agreement or any other agreement related to the Authorized Improvements unless such Authorized Improvements have been completed and accepted by the City. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements, except as otherwise provided herein or in the Development Agreement, even if there are insufficient funds in the PID Project Fund to pay the Actual Costs.

3.5 Disbursements and Transfers. The Developer shall submit a Certificate for Payment to evidence the Actual Costs expended on the Authorized Improvements and subject to reimbursement pursuant to this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation reasonably required by the City) from the Developer, the City shall conduct a review in order to (i) confirm that such request is complete, (ii) confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules, regulations and applicable plans therefor and with the terms of this

Agreement and any other agreement between the Parties related to the Property; and (iii) verify and approve the Actual Costs of such work specified in such Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and (a) pay such amount from the PID Reimbursement Fund, if funds are available therein or (b) if PID Bonds have been issued, forward it to the trustee designated under any Bond Indenture (the "Trustee") for payment; or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, setting forth with specificity the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. In the event that the City partially approves a Certificate for Payment, the City shall make disbursements for Authorized Improvements subject to such partial approval from the PID Reimbursement Fund as quickly as practicable thereafter. If PID Bonds have been issued, the City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment, and the Trustee shall make the disbursements as quickly as practicable thereafter. If PID Bonds are issued, the City and the Developer agree that from the proceeds of such PID Bonds, and upon the presentation of a Closing Disbursement Request to the City Representative, the City will cause the Trustee under the Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the City, the Developer, or their designees, as applicable, which costs may include payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items for which funds have been expended by the Developer and the City as of the time of the delivery of the PID Bonds. In order to receive such a disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. If PID Bonds are issued, in order to receive additional disbursements from the PID Project Fund under the Bond Indenture, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the Bond Indenture, if applicable, and this Agreement.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind other than the funds on deposit in the PID Reimbursement Fund or the PID Project Fund shall be used to pay the Actual Costs of the Authorized Improvements or the Reimbursement Agreement Balance, even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. If the Developer is in then current compliance with its obligations under this Agreement, then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the

obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment are unconditional AND NOT subject to any defenses or rights of offset and, to the extent PID Bonds are issue, to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 Obligations Unconditional. Subject to the provisions of Section 3.6 hereof, the obligations of the City under Section 3.3 are expressly conditioned upon, and do not arise until, the Improvements Completion Date. From and after the Improvements Completion Date, however, the obligations of the City under Section 3.3 are unconditional (even if the Developer is in Default) and shall continue until the Maturity Date or until the Reimbursement Agreement Balance has been paid in full. From and after the Improvements Completion Date there shall be no conditions, defenses, or rights of offset to the obligation of the City to make annual payments to the Developer from the PID Reimbursement Fund and/or the PID Project Fund in accordance with Section 3.3.

3.9 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and any other agreement between the parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.10 Security for Authorized Improvements. The Developer shall provide or cause to be provided a Maintenance Bond relating to the Authorized Improvements in the manner described in Section 3.03 of the Development Agreement. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, so long as such good faith contest does not subject the Authorized Improvements to foreclosure, forfeiture, or sale. Upon completion, inspection, and acceptance of the Authorized Improvements, the Developer shall convey the Authorized Improvements to the City in accordance with the terms hereof. Upon the City's acceptance, the City shall own the Authorized Improvements. With the conveyance of any Authorized Improvements to the City, the Developer shall cause to be dedicated to the City or the public, all easements and rights-of-way necessary to support such Authorized Improvements.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City shall have the right to examine and approve the contractor selected by the Developer prior to executing a construction contract with the contractor, which approval shall not be unreasonably conditioned, delayed or withheld. The Developer shall be responsible for entering into all contracts and any change orders required for the construction of the Authorized Improvements. The Developer may approve and implement any change orders, even if such change order would increase the cost of an Authorized Improvement.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two (2) years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has sufficient financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.5.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do

not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) business days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.6.2 If the Developer is in Default, the City shall have available all remedies at law or in equity including to compel performance through injunctive relief or specific performance. No default by the Developer shall entitle the City to terminate this Agreement, cease collection of the Special Assessments and deposit of the Assessment Revenues, or to withhold properly due payments to the Developer from the PID Reimbursement Fund or the PID Project Fund in accordance with this Agreement and/or the Bond Indenture.

4.6.3 Subject to Section 3.6, if the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) compel performance through injunctive relief or specific performance; and/or (2) pursue the remedies described in Section 271.153(c), Texas Local Government Code. No default by the City shall entitle the Developer to terminate this Agreement. This Agreement is a contract for goods and services within the meaning of Section 271.151, Texas Local Government Code, as amended, and the Reimbursement Agreement Balance is the balance due and owed by the City to the Developer within the meaning of Section 271.153, Texas Local Government Code, as amended. Except as provided in this section, the City does not waive or surrender any of its governmental powers, immunities, or rights.

4.7 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Denton County, Texas.

4.8 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City: City of New Fairview
Attn: Mayor
999 Illinois Lane
New Fairview, Texas

With a copy to: Bradley A. Anderle
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Ste 200
Fort Worth, Texas 76107

To the Owner: Royal Crest Properties, LLC
Attn: Peter Paulsen
5848 Boat Club Rd., Suite 456
Fort Worth, TX 76179

Bloomfield Homes, L.P.
Attn: Don Dykstra
1050 E. Hwy 114, Ste 210
Southlake, TX 76092

With a copy to: Drew Slone
500 Winstead Building, 2728 N. Harwood St.
Dallas, Texas 75201

Any Party may change its address by delivering notice of the change in accordance with this section.

4.9 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of this Agreement controls, unless the conflict is between this Agreement and the Bond Indenture, in which case the provisions of the Bond Indenture control. This Agreement may only be amended by written agreement of the Parties.

4.10 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.11 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.12 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer, any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

4.13 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance (any of the foregoing, a "Transfer"). Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City has received notice.

4.14 Additional Documents. Each Party hereby agrees that it will take all actions and execute all documents reasonably necessary to fully carry out the purposes and intent of this Agreement.

4.15 Force Majeure. If a Party is prevented from performing, in whole or in part, its obligations under this Agreement by reason of "force majeure" that could not have been avoided by the exercise of due diligence by such Party, then performance by such Party may be suspended to the limited extent and during the limited period that performance is made impossible by the force majeure; provided, however, such Party must use its best efforts to diligently and continuously pursue a course of action that will eliminate the force majeure and allow such Party to resume full performance at the earliest possible time. As an express condition precedent to suspending performance, however, immediately after the occurrence of any force majeure, the Party whose performance is rendered impossible shall give notice and full details of the force majeure to the other Party. For purposes of this Agreement, "force majeure" means any of the following: floods; earthquakes; acts of God; acts of war; acts of terrorism; acts of public enemies; insurrection; riot; labor strikes; the inability to procure labor or materials in the open market; the interruption of utility services by an entity; or the issuance of a restraining order by any court having jurisdiction.

4.16 Recording. This Agreement may be filed by Developer in the Deed Records of Denton County to evidence the rights and obligations contained herein.

4.17 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.18 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law

and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

4.19 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Execution pages follow]

CITY OF NEW FAIRVIEW, TEXAS

By: _____
Joe Wilson, Mayor

ATTEST:

By: _____
Monica Rodriguez, City Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2020, by Joe Wilson, Mayor of the City of New Fairview, Texas, on behalf of said city.

Notary Public, State of Texas

ROYAL CREST PROPERTIES, LLC
a Texas limited liability company

By: _____
Donald J. Dykstra
Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donald J. Dykstra, Manager of Royal Crest Properties, 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 as the act and deed of such limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____,
2020.

Notary Public in and for the State of Texas

(Notary Seal)

Exhibit A

CERTIFICATE FOR PAYMENT FORM

The undersigned is an agent for Royal Crest Properties, LLC, a Texas limited liability company (the "Developer") and requests payment from [the PID Reimbursement Fund] [the the PID Project Fund] from the City of New Fairview, Texas (the "City") in the amount of \$ _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements (as defined in the Service and Assessment Plan) providing a special benefit to property within Constellation Lake Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement – Constellation Lake Public Improvement District, effective _____, 2020 (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amounts listed in Exhibit A hereto is a true and accurate representation of the Actual Costs associated with the work described therein, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes on property located in Constellation Lake Public Improvement District and has no outstanding delinquencies for such assessments.

5. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Development Agreement, the Service and Assessment Plan, and, if applicable, the Bond Indenture.

6. All conditions set forth in the Reimbursement Agreement and, if applicable, the Bond Indenture, for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvements referenced in Exhibit A hereto (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment thereof) has been completed and the City has accepted such Authorized Improvements (or segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment thereof).

10. The Developer has provided this Certificate for Payment to the City in support of its request for payment of Actual Costs for Authorized Improvements relating to development within Constellation Lake Public Improvement District.

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects. Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

Royal Crest Properties, LLC,
A Texas limited liability company

By: _____

Title: _____

Date: _____

EXHIBIT A TO CERTIFICATE FOR PAYMENT

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. X amount to Developer for costs already paid by Developer for goods or services supplied by _____.
- c. _____

The Actual Costs for the Authorized Improvements subject to this Certificate for Payment are as follows:

<u>Authorized Improvement</u>	Actual Cost of <u>Authorized Improvement</u>
See spreadsheet attached.	

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and directs payments to be made from [the PID Project Fund] [the PID Reimbursement Fund] to the Developer or to any person designated by the Developer

CITY OF NEW FAIRVIEW, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B
FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Royal Crest Properties, LLC, a Texas limited liability company (jointly, the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the PID Project Fund from (the "Trustee") in the amount of _____ (\$_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of Constellation Lake Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 2020 (the "Indenture") relating to the "City of New Fairview, Texas, Special Assessment Revenue Bonds, Series 20__ (Constellation Lake Public Improvement District Project)" (the "PID Bonds").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

Royal Crest Properties, LLC,
A Texas limited liability company

By: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and directs payment to be made from Costs of Issuance Account upon delivery of the PID Bonds.

CITY OF NEW FAIRVIEW, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C

**REQUEST FOR PAYMENT UNDER PID REIMBURSEMENT AGREEMENT
CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT**

City of New Fairview, Texas
999 Illinois Lane
New Fairview, Texas 76078
Attn: City Administrator

City Attorney
[address]
[address]
Attn: City Attorney

First Developer/Owner
[address]
[address]
Attn: Developer/Owner

Developer/Owner Attorney
[address]
[address]
Attn: Attorney for Owner

Assignee #1
[address]
[address]
Attn: Assignee #1

Assignee #1 Attorney
[address]
[address]
Attn: Assignee #1 Attorney

As authorized by Section 3.3 of the *PID Reimbursement Agreement – Constellation Lake Public Improvement District*, effective as of _____, 20__ by and between Royal Crest Properties, a Texas limited liability company (the "**Developer**") and the City of New Fairview, Texas (the "**City**") (the "**Reimbursement Agreement**"), the revenue stream related to the Authorized Improvements (as defined in the Reimbursement Agreement) constructed for the benefit of ["Improvement Area ___"] of the Constellation Lake Public Improvement District (the "**District**") to be paid pursuant to the Reimbursement Agreement was assigned by the Developer to Assignee #__, a Texas limited liability company ("**Assignee #__**") effective as of _____, 20__ (the "**Assigned Reimbursement Amount**"), and was subsequently assigned by the District to Assignee #__ (the "**Improvement Area ___ Assignee**"), effective as of _____, 20__. A copy of the notices related to the assignments that were provided to the City are enclosed with this request.

The undersigned is an agent for Improvement Area ___ Assignee and requests payment by the City from the PID Reimbursement Fund, as defined in the Reimbursement Agreement, in the amount of _____ (\$_____) for costs incurred for the acquisition, installation and/or construction of Authorized Improvements, as defined in the Reimbursement Agreement, for the benefit of Improvement Area ___ of the District. Payments should be made to Assignee at:

Bank Name: _____
Bank Address: _____
ABA No.: _____
Account Name: _____
Account No.: _____
Beneficiary's Name: _____

Sincerely,
[SIGNATURE BLOCK OF ASSIGNEE]

ASSIGNMENT NOTICES

[Remainder of Page Intentionally Left Blank.]



City Council Agenda April 20, 2020

Agenda Item:7G

Minute Resolution

(Action Item)

Agenda Description:

Discuss, consider and take action to award a contract to Franklin Legal Publishing of Lubbock, TX for codification services in the amount of \$9,900, and authorize the interim city administrator to sign the contract.

Background Information:

The City currently has PDF documents of its code and ordinances online for the public to view. This is difficult for the public to use and cannot be searched easily. Most cities have hired a service to electronically codify their ordinances. Staff reached out to three firms to receive proposals. The firms are:

- Franklin Legal Publishing
- MuniCode
- General Code

The pricing for any of the three were similar. Staff recommends Franklin Legal Publishing because they work extensively in Texas and their legal staff is most familiar with Texas law. The timeline for bringing the code online is approximately 8 months.

Financial Information:

Purchase cost is \$9,900 and there is an annual charge of \$395 for Franklin Legal to host the City's code. Funds are available in the Software account in Administration to make this purchase.

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that Council award the contract to Franklin Legal Publishing of Lubbock, TX and authorize the interim city administrator to sign the contract.

Attachments:

Proposal from Franklin Legal Publishing



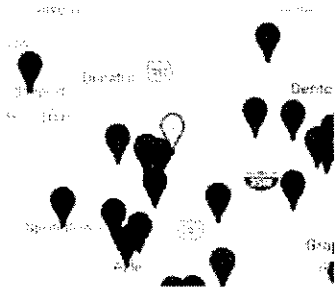
November 27, 2019

Monica Rodriguez
City of New Fairview
Email sent via: citysecretary@newfairview.org

Dear Ms. Rodriguez:

I spoke with Brooke yesterday, and I'm happy to hear that the city is considering codification services. I hope the following information will prove beneficial to you and your city.

As you may know, Franklin Legal has become the most recommended and respected codification firm in the state. This is due to our absolute commitment to providing the best personal service to our clients; with over 300 Texas clients (including several of your neighbors), we are confident our clients will attest to our level of quality and dedication in our services. As I'm sure you are aware, we currently work with a large number of your neighbors:



We have earned our clients' trust and loyalty through the personal touch we provide, and it is our hope that we can extend that same partnership to your city as well. It is our goal to work with you in providing professional and accurate codification services sure to please you and your citizens.

The Franklin Legal Advantage

Location and Personal Touch. Our company was started in Texas, and as such, we're proud to be able to lend you and your city the personal touch that comes from fellow Texans. Our locations across the state allow us to assist you in person, whether by attending council meetings or serving as your right-hand in regard to your city's code. We pride ourselves on being accessible, offering immediate responses to phone calls or emails, to better serve you and your citizens.

Experience. With over 300 code clients and years of extensive experience, we are excited to serve you with our trusted teams of attorneys and legal editors. On average, our attorneys possess over 28 years of experience while our legal editors average over 14 years. When it comes to handling your city's code, we have the knowledge and experience necessary to ensure a quality product in a timely manner.

Legal Staff. Franklin Legal Publishing is the only codification firm using Texas-licensed attorneys with years of experience working with Texas municipalities. This translates into accurate, up-to-date and enforceable codes for you.

No Fine Print. We pride ourselves on being the "no fine print" codifier. As you will see in the attached information, our pricing does not include any extra charges or add-ons. We want to make the process as simple as possible for you and your city staff, and we realize that these additional fees will add up so that your true cost can be more than originally anticipated. Our pricing is easy to understand, straightforward, and most importantly, affordable.


Forward Thinking. In our desire to make your code as accessible and easy-to-use as possible, we offer multiple mediums through which to access your code. Not only do we provide a printed version, but we can also provide the code online using our exclusive and advanced Z2 platform. This user-friendly platform places usability and accessibility at the forefront, and even allows for the code to be accessed through mobile devices to ensure that you and your citizens always have access to your city's code.

The Extra Mile. With our experience and expertise, we are able to scrutinize your ordinances closely, not only in the initial codification, but with each supplement prepared. Each ordinance receives careful attention before being published. We work closely with your city staff to ensure that the code is always accurate, reliable, and up-to-date, and by going this extra mile, we are able to produce high quality and precise publications.

Perhaps our most important advantage is our well-known level of personal service. We are here to serve you through this process. Through our fast service, researching issues, providing sample ordinances, and a host of other services we provide on a daily basis, we hope to show how we value you and your city. Our philosophy is to regard every client as our most important client, and to that effect, we strive to provide you with whatever assistance we can.

If you have any questions or need any additional information, please call at any time. We are always available, and you can reach me directly at any time on my cell phone at 806.438.5475. I look forward to hearing from you and hope we can begin working with you and your city very soon.

Sincerely,

A handwritten signature in cursive script that reads "R. Kirk Franklin".

R. Kirk Franklin
President/Attorney at Law

Codification, Supplementation and Online Services Summary

We propose to codify your ordinances into an easy-to-use, complete Code of Ordinances. The code will be reviewed by Texas-licensed attorneys. Findings will be discussed with the city, and revision will be made to ensure the code is up-to-date. The completed code will be delivered in printed form, and can also be provided online using the Franklin Legal Online Code platform.

Ordinance Codification.....**\$7,950.00**

Codification base cost is *not* dependent on the number of estimated pages. The price above can be easily budgeted, as there are no variable or added costs or fees charged for pages in excess of an estimated number.

Timeline**5-8 months**

Supplementation Services (per page rate).....**\$20.00**

There is never any additional charge for posting your completed code supplement online. This is included in the supplement per page rate.

Code Online (annual).....**\$395.00**

Z2 Enhanced services are also available as detailed in the following pages.

Quotation Sheet

Codification Base Cost, includes..... \$7,950.00

- Unlimited pages in draft
- Receipt, review and organization of materials
- Updating state law references throughout code
- Editing and proofreading
- Formatting
- Indexing
- All tables, graphics and tabular materials
- Printing 3 copies of the completed code, including custom binders and tabs
- Preparation of adoption ordinance by attorney
- Shipping and handling costs

Items not included in base cost

- Editorial and legal review by full-time Texas-licensed attorney
(includes conference with attorney and implementation
of revisions following conference)..... \$1,950.00
- Online code hosting..... \$395.00 annually
- On-site conferenceAttorney time, travel, lodging and per diem
- Color imagesAdditional charge per image
- Code on CD-ROM\$995.00
\$75 per supplement

Schedule of payments

(Cost is split over project milestones and can be split over two fiscal years)

- Execution \$795.00
- Delivery of preliminary draft..... \$3,180.00
- Submission of draft for adoption \$3,180.00
- Delivery of adopted codes Balance

Supplementation Service Rates

Per page rate **\$20.00**

Per page rate includes:

- Acknowledgement of materials
- Data conversion
- Editorial work and codification
- Proofreading
- Indexing
- Updating online version of code
- Printing required number of copies
- Shipping and handling

Items not included in per page rate

- Color images Additional charge per image

Optional supplementation service

- RapidWeb Monthly Internet Updating Service \$24.00 per page
(Note: Cost includes printed per page services detailed above)

Payment for supplements

- Invoices submitted at time of shipment

Z2 Code Online Services Quotation

Base Hosting - Z2 Code Online, annual.....\$395.00

- User-friendly functionality
- Mobile device viewing and searching
- Simple, advanced, and Boolean searching
- Saved search capability
- Print function, including print to PDF
- Link sharing via email
- Save to Word/RTF format
- Hover-link content preview
- Access to hundreds of other Texas codes at no extra charge
- Google translate to hundreds of languages
- Telephone and email support during regular working hours

Optional Services (includes all items in base hosting detailed above)

- Document Vault..... \$20.00 per document
 - Online storage of municipal documents (ordinances, resolutions, contracts, etc.) for access
 - Easy upload service
 - Print function
 - Download to PDF function
 - No annual fee for maintaining your vault
- Ordinance TrackBack (requires Document Vault).....\$675.00 per year
 - Ordinances uploaded to Document Vault are hyperlinked to affected sections in the text of the code
- Access to complete Franklin Legal online code library.....No charge
 - 24/7 online access to hundreds of Texas municipal codes of ordinances.

Codification Services

Copies of Ordinances. Franklin Legal will codify all ordinances of a general and permanent nature. The city will provide all ordinances for consideration and inclusion in the new code (either electronically or copies of originals).

Editorial and Legal Review (Optional). After arranging the ordinances into a new code for the city, full-time licensed Texas attorneys will analyze each draft code provision against state, federal and case law to determine if any provisions are unlawful, unconstitutional, obsolete, or otherwise unenforceable. Recommendations will be made as to how to rectify any such issues.

Conference and Memorandum (included with legal review option). Franklin Legal attorneys will meet with key city officials and staff to discuss findings from the review. The city is responsible for review of this memorandum prior to the conference, and to provide any other input to assist in preparing the code. In this meeting, decisions will be made as to how to best correct any issues found. A memorandum will then be prepared outlining the final changes to be made in the code.

Final Draft Code (included with legal review option). The city will have an opportunity to review and approve the memorandum. Franklin Legal will then prepare a complete final draft code based on this memorandum. As a part of the final draft preparation process, Franklin Legal will draft requested revisions, incorporating them into the new final draft code. Revision requested after this may result in an additional charge. This draft will then be submitted to the city for review and adoption.

Adopting Ordinance. Franklin Legal attorneys will prepare and submit an ordinance to adopt the final draft of the new code.

Printing and Posting of New Code

Printed Copies. Franklin Legal will provide the required number of printed copies of the new code. The code will be bound in an appropriately sized D-ring style turned edge binders. The city name will be foil leaf stamped on these binders. Custom tabs for each major division of the code will be included. Custom binders and tabs are included in the base cost for this project.

Online Code. The new code can be posted online, and a link to the code will be provided to the city for placement on the city's homepage, in emails, etc. The code will be updated concurrent with the preparation of printed supplements. (See options above for more frequent updating of the online code.)

Code Supplementation

Franklin Legal Publishing will perform all aspects of the supplementation process. Supplements will be prepared on a schedule as selected by the city. The city need only provide the new ordinances for inclusion in the code. Franklin Legal will then prepare amendatory pages for insertion in the new code. The average turn-around time for code supplements is 3 to 4 weeks, depending on the volume of new legislation.

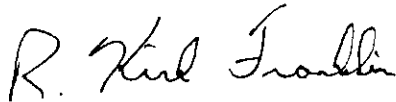
Additional Terms

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Franklin Legal Publishing and the city.

When executed by both Franklin Legal and the city, this proposal constitutes an agreement between the parties. There are no other agreements or representations other than those set forth in this agreement. This agreement may not be modified except in writing, signed by both parties. Changes requested may result in additional charge.

This agreement shall begin upon execution of this agreement and end three years after the publication date of the new code. Thereafter, the supplement and online services shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) day's written notice.

Submitted by:
Franklin Legal Publishing, Inc.



Title: President
Date: November 27, 2019

Accepted by:
City of New Fairview, Texas

Title: _____
Date: _____



FRANKLIN

LEGAL PUBLISHING

Contact us today to join our growing list of clients benefiting from Texas' leading codification and legal review firm!

info@franklinlegal.net • www.franklinlegal.net • 806.797.8281

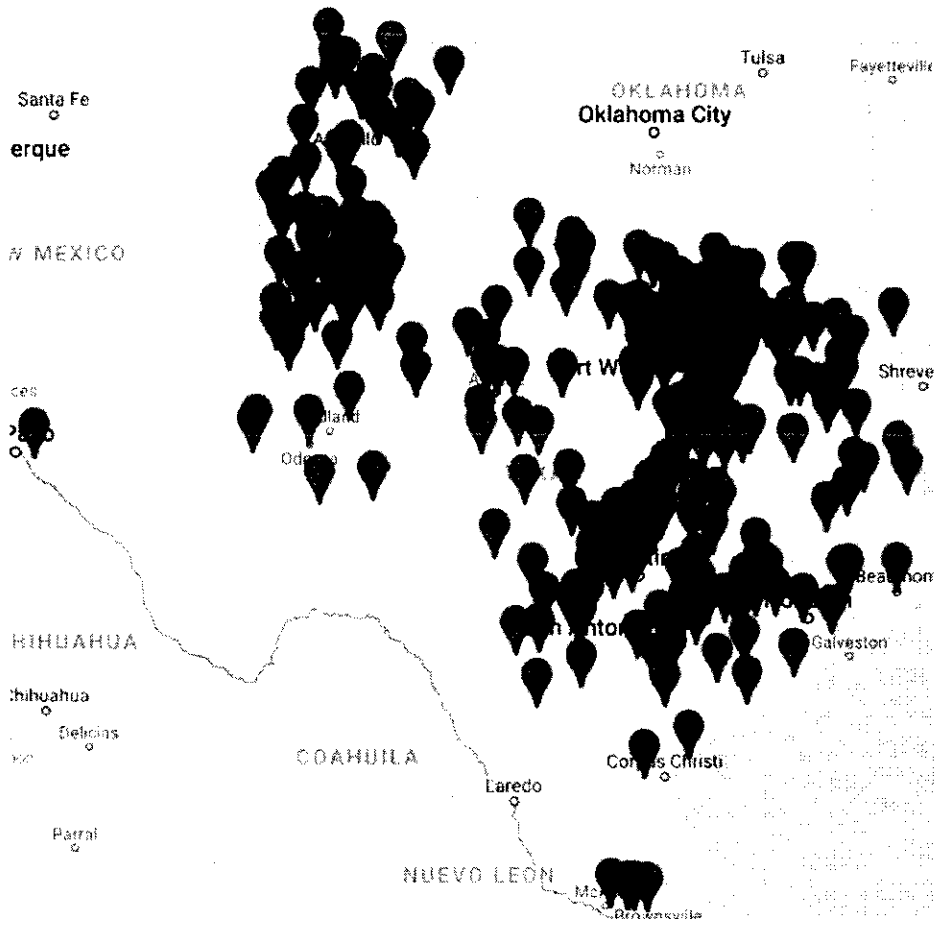
Asterisks indicate those cities that have chosen to leave their previous codifier and join the Franklin Legal family.

Abernathy	Clarendon*	Granger*	Lakeway	Onalaska	Seagraves
Abilene*	Clarksville City	Granite Shoals*	Lamesa*	Ore City*	Seminole*
Alba	Clyde	Greenville	Lancaster	Overton*	Seymour
Alma*	Coleman	Grey Forest*	Lavon	Ovilla	Shady Shores
Anna*	Colorado City	Groesbeck	Leander	Palacios	Shallowater
Anson	Columbus*	Groom	Lefors	Pampa*	Sherman*
Archer City	Copper Canyon	Gunter	Leon Valley*	Panhandle	Shiner
Atlanta	Corrigan	Hale Center	Leonard	Pantego*	Slaton*
Aubrey*	Cottonwood Shores	Hallettsville	Levelland	Paris*	Smithville
Aurora	Crandall	Hamlin	Liberty*	Pecan Hill*	Snyder*
Azle	Crosbyton*	Haskell	Liberty Hill	Pelican Bay	Southside Place
Balcones Heights*	Cross Roads	Haslet	Littlefield*	Petersburg	Spearman*
Ballinger*	Cuero*	Hearne*	Llano*	Pflugerville*	Springtown
Bandera	Dalworthington	Hempstead	Lockney	Pilot Point*	Stanton
Bangs	Gardens*	Henderson	Lone Oak	Pineland	Stinnett
Bartlett	Dayton	Hereford*	Lorenzo	Pittsburg	Stratford*
Bartonville	Denver City	Highland Park*	Lowry Crossing	Plains	Sulphur Springs*
Beaumont*	DeSoto	Highland Village*	Lubbock*	Plainview*	Sundown*
Bee Cave	Dilley	Hillsboro*	Lucas*	Point Venture	Sunnyvale
Bells	Double Oak	Holliday	Lufkin*	Post*	Sunray
Bellville	Dripping Springs	Hondo	Manor	Pottsboro	Tahoka*
Bertram	Dumas*	Horizon City	Mart	Prairie View	Teague
Beverly Hills*	Eagle Lake	Horseshoe Bay	McCamey*	Prosper	TMCA Inc..
Big Lake*	Earth	Hubbard	McLendon-	Providence Village	Trophy Club*
Blanco	Eastland*	Hudson Oaks	Chisholm*	Quinlan	Troup*
Blooming Grove	Edgedcliff Village	Huntington	Mercedes	Ralls*	Troy
Blue Mound	Edna*	Hutchins	Mexia*	Ransom Canyon	Tulia*
Blue Ridge	El Campo*	Hutto	Midlothian*	Red Oak*	Tye
Bonham	El Lago*	Idalou	Milford	Reno-Lamar Co.	University Park
Borger*	Elkhart	Ingram	Moody	Reno-Parker Co.	Valley View
Bovina	Emory	Iowa Park	Morgan's Pt. Resort	Rhome*	Vega*
Boyd	Eules*	Italy	Morton*	Rice	Vernon*
Brady	Fair Oaks Ranch	Jacksboro*	Moulton	River Oaks*	Village of the Hills
Brazoria	Fairfield*	Jarrell	Mt. Enterprise	Robstown*	Volente
Briarcliff	Fairview*	Johnson City	Muenster*	Rockdale	Waller
Bridgeport*	Flatonia	Jonestown	Muleshoe	Rockport*	Weimar
Brownfield*	Florence	Josephine	Murphy*	Rosebud	West
Brownsboro	Floydada*	Joshua	Navasota*	Royse City*	West Lake Hills*
Bruceville-Eddy	Forest Hill*	Jourdanton	New Deal	Runaway Bay*	Westover Hills
Buda*	Forney	Junction	New Home	Sabinal	Westworth Village
Bulverde	Friona*	Katy	New Summerfield	Sachse*	Whitehouse*
Cactus	Frisco*	Kaufman*	Newark	Saint Jo	Whitney
Caddo Mills	Fritch*	Kermit*	Nixon	Saint Paul	Willow Park
Caldwell	Frost	Kilgore*	Nocona	San Augustine	Wilmer
Calvert	Garland*	Krugerville	Nolanville	San Benito	Wilson
Cameron	Giddings*	Krum	Northlake	San Felipe	Wimberley*
Canadian*	Glen Rose*	La Feria	Oak Leaf	San Juan*	Wink*
Canyon*	Glenn Heights	La Grange*	Oak Point	San Saba	Winsboro
Cedar Park	Goliad*	Lake Dallas*	Oak Ridge	Sanger	Winters
Celina*	Gonzales*	Lake Tanglewood	Odessa*	Sansom Park	Wolfforth
Chandler*	Granbury	Lake Worth	Olney	Schulenburg*	Wortham
Channing	Grand Saline*	Lakeside City	Olton	Seagoville*	Yorktown

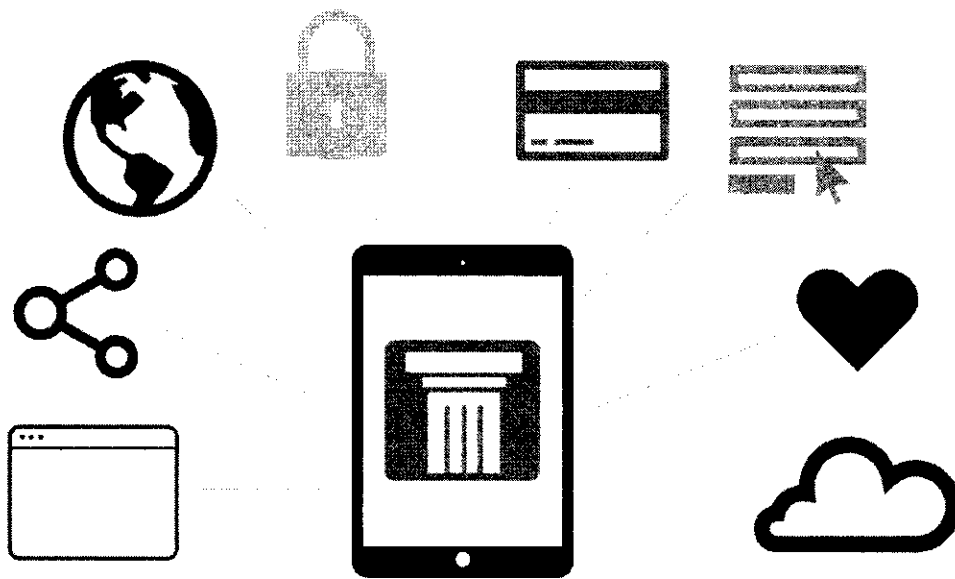
FRANKLIN

LEGAL PUBLISHING

Texas based. Texas proud.



Proudly Serving New Fairview, TX



Quote



Contents

Contents	1
GovTech 100	2
Proudly serving government	3
New Fairview, TX Proud	4
Our guarantee	4
Quotation	5
Cost	5
Add-ons (optional)	6
ProudCity Subsites	6
Search Plus	6
Search+Docs	6
ProudCity Meetings	7
Notifications	8
Renewals/cancellations	8
References	9

GovTech 100

"The future is here, and it is a lot simpler."

- *Government Technology*



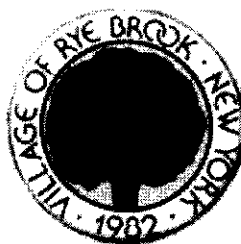
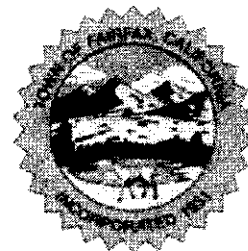
Proudly serving government

“This project has empowered everyone who has worked on it to think bigger about providing great digital services to San Rafael.”

- San Rafael, Calif.



SAN RAFAEL
THE CITY WITH A MISSION



New Fairview, TX Proud

Welcome to the future of New Fairview, TX digital government:

- ✓ Always-improving, user-focused web/mobile experiences
- ✓ Open, integrated, accessible, secure, modern technologies
- ✓ Continuous education, training and empowerment
- ✓ Collaborative, trusted vendor partnership

Our guarantee

ProudCity guarantees a new type of vendor partnership that governments need to continuously best serve their communities. We will always:

- ✓ Embrace a relationship of honesty and humility
- ✓ Adhere to the highest digital government standards
- ✓ Maintain high web accessibility, mobility and security best practices
- ✓ Default to open culture and technologies
- ✓ Provide recurring, universal software and platform updates

We're ready to join you and proudly serve New Fairview, TX.



Team ProudCity

Quotation

Cost

Description	Unit price	Cost
ProudCity Standard Plan <ul style="list-style-type: none"> • ProudCity Web • ProudCity Service Center • ProudCity Forms • ProudCity Payments • ProudCity Care • ProudCity Safe 	\$0.01 per resident/month (1,273 pop.) *\$100 per month minimum	\$1,200 (per year)
<u>ProudCity Onboarding</u> <ul style="list-style-type: none"> • 90 day launch program • Training • Customization 	\$0.20 per resident* *\$4,000 minimum	\$4,000 (one-time)
Duration/description		Total
Year 1 <ul style="list-style-type: none"> • ProudCity Standard Plan: subscription • ProudCity Onboarding: one-time 		\$5,200 (Year 1)
Recurring annual subscription <ul style="list-style-type: none"> • ProudCity Standard Plan 		\$1,200 per year (after Year 1)

**Based on 2010 U.S. Census population data*

Add-ons (optional)

ProudCity Subsites

ProudCity Subsites lets New Fairview, TX extend the ProudCity Platform to smaller websites, including:

- ✓ Separate, standalone website(s)
- ✓ Same platform/process
- ✓ Discounted subscription
- ✓ Administrative permissions

Examples:

- San Rafael Community Services (<https://employees.cityofsanrafael.org/>)
- Kettering Parks and Rec (<https://www.playkettering.org/>)

Cost:

- \$100 per month subscription per subsite
- \$1,500 one time setup and training

Search Plus

ProudCity Search Plus is a premium upgrade search that includes:

- ✓ Multi-site search, allows for users to search content from all of your ProudCity websites
- ✓ Granicus integration

Cost:

- \$50 per month subscription

Search+Docs

ProudCity Search+Docs is an add-on feature to ProudCity Search Plus:

- ✓ Search content within portable document format (PDF) files



- ✓ Content indexed, displayed, highlighted in website and documents-specific search results
- ✓ Filter search results by documents, document categories, pages, departments, answers, posts, jobs
- ✓ Multi-site document search (department domains / subdomains)

Cost:

- \$100 per month (up to 200 documents)
- \$150 per month (up to 600 documents)
- \$300 per month (up to 1200 documents)
- 1,200 or more documents (will fall into enterprise pricing)
- \$100 per month add-on to increase to 50MB file upload
- \$100 per month add-on to increase search index to 50MB

ProudCity Meetings

ProudCity Meetings is a premium upgrade that includes:

- ✓ Publish meeting agendas/minutes/videos
- ✓ Customizable meetings pages
- ✓ Add meetings widget to any page
- ✓ List upcoming meetings
- ✓ Categorize/display meetings by type (city council, planning, etc.)
- ✓ Publish minutes/agendas in text/PDF
- ✓ Embed YouTube video
- ✓ Embed SoundCloud audio
- ✓ Bookmark YouTube video
- ✓ Display past meetings archive
- ✓ Search meetings from site search
- ✓ Share to social media
- ✓ Get directions via Google Maps
- ✓ Add events to your personal calendar

Cost:

- \$50 per month subscription
- \$500 one time setup and training

Notifications

ProudCity Notifications is a premium upgrade that includes:

- ✓ End-user submits email to be automatically subscribed to notifications on a specific page when new content such as news or documents are added
- ✓ Notifications are emailed automatically
- ✓ Integrates with Mailchimp, Constant Contact
- ✓ Add notifications to as many pages as needed

Cost:

- \$200 per month subscription
- \$500 one time setup and training

Renewals/cancellations

We offer monthly and annual billing options, both of which are automatically renewed unless services are canceled. ProudCity subscriptions and upgrades can be canceled any time.

References

Jackson, Mississippi

jacksonms.gov

Candice Cole

Ccole@jacksonms.gov

601.960.1508

Fairfax, California

townoffairfax.org

Camille Esposito

cesposito@townoffairfax.org

415.246.0156

Rye Brook, NY

ryebrook.org

Fred Seifert

fseifert@ryebrook.org

914.937.7862

San Rafael, California

cityofsanrafael.org

Rebecca Woodbury

rebecca.woodbury@cityofsanrafael.org

415.485.3076

Oakwood, Ohio

oakwoodohio.gov

Lori Stacel

stacel@oakwood.oh.us

937.298.0600

Sonoma, California

sonomacity.org

Rebekah Barr

rbarr@sonomacity.org

707.933.2216