

**NOTICE OF REGULAR MEETING CITY COUNCIL MEETING AND AGENDA**  
**THE CITY OF PRINCETON, TEXAS**  
**June 14, 2021**

The City Council of the City of Princeton will meet in Regular Meeting Session on June 14, 2021 at 6:30 PM Princeton City Hall 123 West Princeton Drive Princeton, TX 75407 to discuss the following

**Honorable Brianna Chacon,**  
*Mayor*

**Honorable Steven Deffibaugh,**  
*Mayor Pro Tempore, Place 5*

**David Kleiber,**  
*Councilmember, Place 1*

**Mike Robertson,**  
*Councilmember, Place 2*

**Bryan Washington,**  
*Councilmember, Place 3*

**Keven Underwood,**  
*Councilmember, Place 4*

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**CALL TO ORDER**

**ROLL CALL**

Brianna Chacon  
Steven Deffibaugh  
David Kleiber  
Mike Robertson  
Bryan Washington  
Keven Underwood

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CITIZEN APPEARANCE**

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

**MAYORS COMMENTS**

**CONSENT AGENDA**

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

**Minutes**

Discussion and possible action regarding the minutes of the May 24, 2021  
Regular City Council Meeting.

[CC Minutes 05-24-21.doc](#)

**Resolution 2021-06-07-R (Crossroads Gas Line)**

Discussion and possible action regarding Resolution 2021-06-07-R, gas line for Crossroads.

[REVISED v2 Resolution 2021-06-14-R \(CC Approval - EDC SiEnergy Project\).docx](#)

**REGULAR AGENDA**

**2021- Public Hearing (Eastridge PID)**

131 Public hearing regarding the creation of the Eastridge Public Improvement District.

**2021- Resolution 2021-06-14-R-01 (Eastridge PID)**

132 Consider and act on Resolution 2021-06-14-R-01, creating the Eastridge Public Improvement District.

[Resolution Creating PID \(June 14\).doc](#)

**2021- Agreement (Cypress Creek NSSA)**

133 Non-Standard Water and Wastewater service agreement by and between City of Princeton, Texas, and TYF Partnership, LTD., specifying the terms for the service of water and wastewater to the Cypress Creek Development in the Town of Lowry Crossing.

[NSSA Cypress Creek Development \(Lowry Crossing\) for adoption.pdf](#)

**2021- Public Hearing (SORRO)**

134 Public hearing regarding possible adoption of Ordinance 2021-06-14-01, to establish residency restrictions and other regulations relating to registered sex offenders, including prohibitions against establishing residence within 1,000 feet of a child safety zone and establishing criminal penalties for violators.

**2021- Ordinance 2021-06-14-01 (SORRO)**

135 Discussion and possible action regarding adoption of Ordinance 2021-06-14-01, to establish residency restrictions and other regulations relating to registered sex offenders, including prohibitions against establishing residence within 1,000 feet of a child safety zone and establishing criminal penalties for violators.

[SORRO ordinance C14004D20210610DO1.doc](#)

[Sex Offenders - 2017-09 \(PDF\).pdf](#)

**2021- Patrol Vehicles FY22**

136 Discussion and possible action authorizing City Manager to preorder the uplift equipment for patrol vehicles included in the FY22 budget.

[2021 Chevrolet Tahoe - Upfit only.pdf](#)

[Q5023528x2.pdf](#)

**2021- Future Agenda Item**

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

**EXECUTIVE SESSION**

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

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

**ACTION PERTAINING TO EXECUTIVE SESSION**

**REPORT AGENDA - CITY MANAGER**

1) Next Regular City Council Meeting, Monday, June 28, 2021 @ 6:30 p.m.

**CC REPORT AGENDA**

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

**ADJOURNMENT**

**CERTIFICATE**

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

\_\_\_\_\_  
Tabatha Monk, City Secretary

**STATEMENT FOR ADA COMPLIANCE**

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

Minutes

The City of Princeton

City Council Meeting of May 24, 2021

The City Council of the City of Princeton, Texas, met in Regular Session on May 24, 2021 at 6:30 p.m. in the City Council Chamber at City Hall, located at 123 W Princeton Dr. Princeton, Texas 75407.

The following Councilmembers were present: Councilmember David Kleiber, Councilmember Mike Robertson, Councilmember Bryan Washington, Councilmember Keven Underwood and Mayor Pro-Tempore Steve Deffibaugh.

The following Staff Members were present: City Manager Derek Borg, Assistant City Manager Lesia Gronemeier, City Secretary Tabatha Monk, Director of Development Services Shawn Fort, Director of Community Engagement Tenishea Turner, Public Works Director Tommy Mapp, Director of Parks and Recreation Chase Bryant, Police Chief Mark Moyle, Sargent Cabrera and Police Officer Rizzo.

Mayor **Chacon** called the City Council Meeting to order at 6:33 p.m.

Mayor **Chacon** called roll, present were Councilmembers **David Kleiber, Mike Robertson, Bryan Washington, Keven Underwood and Steve Deffibaugh.**

Pastor Stan Fike led the invocation.

Mayor Chacon then announced the Pledge of Allegiance.

Mayor **Chacon** then announced Citizen Appearance: Erin Beatty, Jon Beatty, Adelina Lewis and Ron Damer all spoke.

Mayors Comments: No comments were made.

Mayor **Chacon** announced the Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so



request, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Items on the **Consent Agenda were:** "Discussion and possible action regarding the minutes of the May 10, 2021 Regular City Council Meeting; Discussion and possible action regarding Resolution 2021-05-24-R-05, the appointment of an auditor for the City of Princeton; Discussion and possible action regarding Peoples Bank Origination Agreement; Discussion and possible action regarding Resolution 2021-05-24-R-04, acceptance of a donation by the NRP Group for an Aerial Apparatus; Discussion and possible action regarding Resolution 2021-05-24-R-06, for the recommendation of the alignment of the US380 Bypass, North of Princeton and East of the Crossroads Development, and utilizing a portion of the Army Corp of Engineers Property. Councilmember **Robertson made a motion to approve the Consent Agenda.** Councilmember **Underwood seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Chacon** then announced the first item under the Regular Agenda: **(2021-121 Ordinance 2021-05-24-01 (Brookside PID Phases 2 and 3 Project):** "Consider and act on Ordinance 2021-05-24-01, authorizing the issuance of the "City of Princeton, Texas, special assessment Revenue Bonds, Series 2021 (Brookside Public Improvement District Phase 2 and 3 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement; making findings with respect to the issuance of such bonds; and providing an effective date." Mayor Pro-Tempore **Deffibaugh made a motion to approve.** Councilmember **Washington seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Chacon** then announced the second item under the Regular Agenda: **(2021-**

**122 Brookside PID (Phase 1 Project and Phase 2 and 3 Project):** “Consider and approve the Brookside Public Improvement District (Phase 1 Project and Phase 2 and 3 Project) Amended and Restated Service and Assessment Plan.” Councilmember **Underwood made a motion to approve.** Mayor Pro-Tempore **Deffibaugh seconded the motion to approve.** The motion carried unanimously.

Mayor **Chacon** then announced the third item under the Regular Agenda: **(2021-123 Resolution 2021-05-24-R-01 (Eastridge):** “Consider and act on Resolution, 2021-05-24-R-01, accepting for filing a landowner petition requesting the creating of a public improvement district; calling a public hearing to consider the creation of a public improvement district.” Mayor Pro-Tempore **Deffibaugh made a motion to approve.** Councilmember **Washington seconded the motion to approve.** The motion carried unanimously.

Mayor **Chacon** then announced the fourth item under the Regular Agenda: **(2021-124 Agreement (Tillage Farms East NSSA):** “Discussion and possible action regarding the third amendment to Non-Standard Wastewater Service Agreement specifying the terms for wastewater service to the Tillage Farms East development.” Mayor Pro-Tempore **Deffibaugh made a motion to approve.** Councilmember **Kleiber seconded the motion to approve.** The motion carried unanimously.

Mayor **Chacon** then announced the fifth item under the Regular Agenda **(2021-125 Ordinance No. 2021-05-24-02 (2021 Building Codes):** “Discussion and possible action regarding Ordinance No. 2021-05-24-02 an Ordinance of the City of Princeton, Texas, adopting the following International Codes as the Relevant Codes for the City of Princeton by amending Chapter 14, Buildings and Building Regulations, Article I,

Sections 14-1 to 14-11 of the Code of Ordinances relative to the 2021 Edition of the International Building code; The 2021 Edition of the International Residential Code; The 2021 Edition of the International Plumbing Code; the 2020 National Electrical Code; The 2021 Edition of the International Mechanical Code; The 2021 Edition of the International Fuel Gas Code; The 2021 Edition of the International Energy Conservation Code; The 2021 Edition of the International Property Maintenance Code; The 2021 International Swimming Pool and Spa Code; The 2021 International Wildland-Urban Interface Code; Repealing all Conflicting Ordinances.” Councilmember **Underwood made a motion to approve.** Councilmember **Washington seconded the motion.** The motion carried **unanimously.**

Mayor **Chacon** then announced the sixth item under the Regular Agenda **(2021-126 Resolution No. 2021-05-24-R02 (Sewer Flow Monitoring):** Discussion and possible action regarding a Resolution of the City of Princeton, Texas, Authorizing individual project order #135A for the installation of eleven flow meters in the wastewater sewer, Authorizing the funding, and authorizing the City Manager to execute the agreements.” Councilmember **Washington made a motion to approve.** Councilmember **Kleiber seconded the motion.** The motion carried **unanimously.**

Mayor **Chacon** then announced the seventh item under the Regular Agenda **(2021-127 Safe Exchange Zones):** “Discussion and possible action regarding Safe Exchange Zones, presented by Police Chief Mark Moyle, as requested by Councilmember Kleiber.” No action taken.

Mayor **Chacon** then announced the eighth item under the Regular Agenda **(2021-128 Swagit:** “Discussion and possible action regarding additional cost for the AV at the

new City Hall.” Mayor Pro-Tempore **Deffibaugh** made a motion to approve.

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

Mayor **Chacon** then announced the ninth item under the Regular Agenda **(2021-129 CERT Program:** “Discussion and possible action regarding the CERT Program, presented by Steve Cutler as requested by Mayor Chacon.” No action taken.

Mayor **Chacon** then announced the tenth item under the Regular Agenda **(2021-130 Future Agenda Items:** “Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.” Councilmember **Robertson** request information on adding a city ordinance reflective of Texas Government Code 341.906, placing limitations on registered sex offenders in general law municipalities that would allow us to, per say, state that they stay 1,000 feet away from child safety zones.

Mayor **Chacon** then announced the Report Agenda: City Manager: **Derek Borg** spoke on the following items: Next Regular City Council Meeting, Monday, June 14, 2021 @ 6:30 p.m.

Mayor **Chacon** then announced the City Council reports about items of community interest regarding which no action will be taken: Mayor Pro-Tempore **Deffibaugh** announced the Memorial Day Service on Monday, May 31<sup>st</sup> at 10:00 a.m. at the cemetery.

Mayor **Chacon** asked for a motion of adjournment of the meeting. Councilmember **Underwood** made a motion to adjourn. Councilmember **Robertson** seconded the motion to adjourn. The motion carried unanimously.

The meeting **adjourned at 7:28 p.m.**

\_\_\_\_\_  
Brianna Chacon, Mayor      Date

ATTEST:

\_\_\_\_\_  
Tabatha Monk, City Secretary      Date

**CITY OF PRINCETON, TEXAS**  
**RESOLUTION NO. 2021-06-14-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, APPROVING AN AGREEMENT FOR A GAS LINE CONSTRUCTION CONTRIBUTION BETWEEN THE PRINCETON ECONOMIC DEVELOPMENT CORPORATION AND SIENERGY, L.P., TO SPONSOR AND AUTHORIZING THE GRANT OF FUNDS UNDER SAID AGREEMENT.**

**WHEREAS**, the City Council of the City of Princeton, Texas (“Council”) has received a request from the Princeton Economic Development Corporation (the “EDC”) and SiEnergy, L.P., for approval of a project grant funds in support of an economic and community development project that will promote state or local economic development, and to stimulate business and commercial activity in the municipality, namely, construction of a natural gas distribution line to serve properties within the City of Princeton, Texas in the vicinity of the Forest Park Subdivision and Crossroads Subdivision (“Forest Park Gas Line Project”); and

**WHEREAS**, the City of Princeton is constructing a new municipal complex in the Crossroads Subdivision, which would be an area suitable for service from the Forest Park Gas Line Project; and development of the Forest Park and Crossroads developments are anticipated to enhance recruitment of local businesses to conduct commerce in the City and attract new residents from outside the city limits; and

**WHEREAS**, the EDC has found, and reports to the City Council of Princeton, Texas (“City Council”), that the Forest Park Gas Line Project will enhance the community, promote new and/or expanded business development and commercial activity in the City of Princeton, Texas (“City”), provide enhanced tax revenues, provide new and expanded job opportunities; and

**WHEREAS**, the economic forces relating to the Forest Line Gas Line Project are such that the infrastructure necessary for swift development of the areas to be served will not be constructed without substantial delay, but said delay can be minimized if financial support in the form of contributions in aid of construction is provided; and

**WHEREAS**, the EDC is authorized to engage in projects associated with the construction of gas utility infrastructure necessary to promote or develop new or expanded business enterprises;

**WHEREAS**, the City Council has reviewed the findings of the EDC and found that the Forest Park Gas Line Project will be beneficial to the residents of the City.

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

- (1) The recitals set forth above are incorporated herein for all purposes as if set forth in full.
- (2) The City Council of Princeton, Texas approves the EDC entering into the Construction Contribution Agreement for the Forest Park Gas Line Project (“Agreement”) with SiEnergy, L.P., and authorizes the EDC to grant the funds described in the Agreement, attached hereto as Exhibit “A”, and incorporated herein for all purposes, using the procedures established under Texas law.

- (3) This approval is expressly contingent upon approval of legal form, acceptance of the terms proffered by the City by SiEnergy, L.P., and upon receipt of written commitment(s) in support from the developer(s) of Forest Park prior to the beginning of construction of the infrastructure by SiEnergy, L.P., and shall expire and become void if these preconditions are not satisfied within 90 days after the date of this resolution. The Princeton EDC shall not be obligated to contribute any funds towards any construction expenses incurred prior to the fulfillment of these events.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, this \_\_\_\_ day of \_\_\_\_\_, 2021.**

ATTEST:

\_\_\_\_\_  
Brianna Chacón, Mayor

\_\_\_\_\_  
Tabatha Monk, City Secretary

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS  
COLLIN COUNTY  
CITY OF PRINCETON

We, the undersigned officers of the City of Princeton (the "City"), hereby certify as follows:

1. The Council convened in a regular meeting on June 14, 2021, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Brianna Chacon, Mayor  
Mike Robertson, Place 2  
Keven Underwood, Place 4

David Kleiber, Place 1  
Bryan Washington, Place 3  
Steve Deffibaugh, Place 5 and Mayor Pro-Tempore

and all of said persons were present, except \_\_\_\_\_ thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

was duly introduced for the consideration of said Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of said Council shown present above voting "Aye," except as noted below:

NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in said Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Council's minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Council as indicated therein; that each of the officers and members of said Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.



3. The City Council has approved and hereby approves the Resolution; and the Mayor and City Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON JUNE 14, 2021.

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Tabatha Monk  
City Secretary

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Brianna Chacon  
Mayor

(CITY SEAL)

RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Princeton, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

WHEREAS, there was submitted to and filed with the City Secretary of the City pursuant to the Act that certain "Petition for Creation of Eastridge Public Improvement District" (the "Petition") requesting the establishment of a public improvement district with the boundaries as described in the Petition and Exhibit B attached hereto and to be known as the "Eastridge Public Improvement District" (the "District");

WHEREAS, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the City Council convened the public hearing to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

WHEREAS, such public meeting was convened on June 14, 2021 and all owners of property located within the District and all other interested persons were given the opportunity at such public hearings to speak for or against the creation of the District and the proposed public improvements;

WHEREAS, the City Council has made findings based on the information contained in the petition presented to the City Council and the comments received at the public hearing. Now, therefore,

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

**Section 1.** The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

**Section 2.** The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

- (a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who own taxable real property that constitutes more than 50 percent of the area of all real property that is liable for assessment under the proposal;
- (b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;

- (c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;
- (d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;
- (e) the boundaries of the District include all of the property that is set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;
- (f) the assessment of costs of the proposed public improvements will be levied on each parcel of property within the Public Improvement District in a manner that results in imposing equal shares of the costs on property similarly benefitted;
- (g) the costs of the proposed public improvements shall be paid by assessment of the property within the District. The City will pay none of the costs of the proposed public improvements. Any remaining costs of the proposed public improvements will be paid from sources other than assessment of the property within the District, as further described in Exhibit A;
- (h) the management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District; and
- (i) the District shall be managed without the creation of an advisory body.

**Section 3.** Based on the foregoing, Eastridge Public Improvement District is hereby created and the public improvements described in Exhibit A are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

**Section 4.** After adoption of this resolution, the City Secretary is authorized and directed to cause a copy of this resolution to be published in a newspaper of general circulation within the City.

**Section 5.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 6.** The authorization of the District pursuant to this resolution shall take effect upon publication of this resolution as provided above.

[Remainder of page left blank intentionally.]

## EXHIBIT A

### Proposed Improvements and Estimated Costs

The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act") that are necessary for the development of the property within the District, which will include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction or improvement of off-street parking facilities; (8) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (9) the establishment or improvement of parks; (10) projects similar to those listed in (1)-(9), above; (11) acquisition, by purchase or otherwise, of real property in connection with an authorized improvements; (12) special supplemental and maintenance services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; (13) acquisition of contract rights in connection with an authorized improvement; (14) payment of expenses incurred in the establishment, administration, and operation of the District; (15) payment of costs associated with operating and maintaining the public improvements listed above and (16) payment of costs associated with developing and financing the public improvements listed above, as well as the costs of issuance, reserve funds, capitalized interest or credit enhancement of bonds issued for the purposes described above (the "Authorized Improvements").

The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$91,500,000. The estimated costs of the Authorized Improvements to be assessed against the property in the District are \$91,500,000, in addition to costs of establishing, administering and operating the District to be assessed against the property in the District. The City will pay none of the costs of the proposed improvements. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

## EXHIBIT B

### METES AND BOUNDS DESCRIPTION OF PID BOUNDARY

#### METES AND BOUNDS DESCRIPTION OF THE DISTRICT

Sewall Survey, Abstract No. 873 and the David Cherry Survey, Abstract No. 166, Collin County, Texas, and being all that tract of land conveyed to Meritage Homes of Texas, LLC, according to the document field of record in Instrument Number 20201228002333180, Official Public Record, Collin County, Texas (O.P.R.C.C.T.) all that tract of land conveyed to GRBK Edgewood LLC, according to the document filed of record in Instrument Number 20201228002325550 (O.P.R.C.C.T.), also including portions of F.M. Highway 1827 and F.M. Highway 75 of Collin County, being more particularly described as follows:

BEGINNING at a point in the east line of Collin County Road 409 for the southwest corner of Waterstone Estates, Section 1, an addition to Collin County according to the plat field of record in Volume R, Page 210, Plat Record Collin County, Texas and being the POINT OF BEGINNING of the tract of land described herein:

THENCE South 89°18'09" East, a distance of 602.28 feet to a point for corner;  
THENCE South 89°26'54" East, a distance of 1155.72 feet to a point for corner;  
THENCE South 89°08'08" East, a distance of 1211.83 feet to a point for corner;  
THENCE South 1°01'25" West, a distance of 875.39 feet to a point for corner;  
THENCE South 89°02'05" East, a distance of 1751.12 feet to a point for corner;  
THENCE South 89°20'21" East, a distance of 997.42 feet to a point for corner;  
THENCE South 0°16'34" West, a distance of 236.92 feet to a point for corner;  
THENCE South 0°46'47" West, a distance of 285.45 feet to a point for corner;  
THENCE South 0°51'33" West, a distance of 318.63 feet to a point for corner;  
THENCE South 0°48'17" West, a distance of 1809.46 feet to a point for corner;  
THENCE South 87°53'56" East, a distance of 1585.47 feet to a point for corner;  
THENCE South 87°09'13" East, a distance of 140.70 feet to a point for corner;  
THENCE South 87°59'39" East, a distance of 36.23 feet to a point for corner;  
THENCE South 1°33'01" West, a distance of 75.19 feet to a point for corner;  
THENCE South 87°39'30" East, a distance of 74.84 feet to a point for corner;  
THENCE South 88°24'07" East, a distance of 90.00 feet to a point for corner;  
THENCE South 1°35'53" West, a distance of 1462.13 feet to a point for corner;  
THENCE South 1°28'56" West, a distance of 950.12 feet to a point for corner;  
THENCE South 1°38'52" West, a distance of 293.29 feet to a point for corner;

THENCE South  $1^{\circ}37'09''$  West, a distance of 250.52 feet to a point at the beginning of a nontangent curve to the left having a central angle of  $40^{\circ}19'55''$ , a radius of 909.93 feet, a chord bearing and distance of South  $18^{\circ}30'15''$  East, 627.38 feet;

THENCE in a southeasterly direction, with said curve to the left, an arc distance of 640.53 feet to a point for corner;

THENCE South  $38^{\circ}40'22''$  East, a distance of 248.32 feet to a point at the beginning of a tangent curve to the right having a central angle of  $39^{\circ}27'12''$ , a radius of 999.94 feet, a chord bearing and distance of South  $18^{\circ}56'51''$  East, 675.03 feet;

THENCE in a southeasterly direction, with said curve to the right, an arc distance of 688.55 feet to a point for corner;

THENCE South  $0^{\circ}36'57''$  West, a distance of 1843.24 feet to a point for corner;

THENCE South  $89^{\circ}02'32''$  East, a distance of 1693.71 feet to a point for corner;

THENCE South  $89^{\circ}31'19''$  East, a distance of 808.00 feet to a point for corner;

THENCE South  $1^{\circ}41'41''$  West, a distance of 373.78 feet to a point for corner;

THENCE South  $1^{\circ}23'04''$  West, a distance of 482.42 feet to a point for corner;

THENCE North  $89^{\circ}32'38''$  West, a distance of 807.47 feet to a point for corner;

THENCE North  $89^{\circ}23'52''$  West, a distance of 1697.40 feet to a point at the beginning of a nontangent curve to the right having a central angle of  $8^{\circ}42'47''$ , a radius of 5727.25 feet, a chord bearing and distance of North  $4^{\circ}12'58''$  West, 870.13 feet;

THENCE in a northwesterly direction, with said curve to the right, an arc distance of 870.97 feet to a point for corner;

THENCE North  $0^{\circ}36'56''$  East, a distance of 1843.25 feet to a point at the beginning of a nontangent curve to the left having a central angle of  $39^{\circ}27'41''$ , a radius of 909.94 feet, a chord bearing and distance of North  $18^{\circ}56'36''$  West, 614.39 feet;

THENCE in a northwesterly direction, with said curve to the left, an arc distance of 626.70 feet to a point for corner;

THENCE North  $38^{\circ}40'22''$  West, a distance of 248.32 feet to a point at the beginning of a tangent curve to the right having a central angle of  $40^{\circ}19'55''$ , a radius of 999.94 feet, a chord bearing and distance of North  $18^{\circ}30'15''$  West, 689.44 feet;

THENCE in a northwesterly direction, with said curve to the right, an arc distance of 703.88 feet to a point for corner;

THENCE North  $1^{\circ}37'08''$  East, a distance of 250.45 feet to a point for corner;

THENCE North  $89^{\circ}18'35''$  West, a distance of 2258.04 feet to a point for corner;

THENCE North  $1^{\circ}28'26''$  East, a distance of 114.62 feet to a point for corner;

THENCE North 89°06'00" West, a distance of 835.61 feet to a point for corner;  
THENCE North 0°22'10" East, a distance of 2620.74 feet to a point for corner;  
THENCE North 1°36'53" East, a distance of 89.44 feet to a point for corner;  
THENCE North 88°23'07" West, a distance of 1866.77 feet to a point for corner;  
THENCE North 0°35'37" East, a distance of 1659.50 feet to a point for corner;  
THENCE North 89°02'23" West, a distance of 2426.53 feet to a point for corner;  
THENCE North 0°13'41" West, a distance of 669.33 feet to a point for corner;  
THENCE North 1°08'28" West, a distance of 1000.14 feet to a point for corner;  
THENCE North 19°27'14" West, a distance of 175.38 feet to the POINT OF BEGINNING and  
containing 568.43 acres of land, more or less.

**NON-STANDARD WATER AND WASTEWATER SERVICE AGREEMENT  
BY AND BETWEEN  
CITY OF PRINCETON, TEXAS,  
AND  
TYF PARTNERSHIP, LTD.**

This Non-Standard Service Agreement (this “Agreement”) is entered into by and between the City of Princeton, Texas, a general law municipality (the “City”), and TYF Partnership, Ltd., a Texas limited partnership (“Owner”).

**DEFINITIONS**

“**City**” shall refer to and mean the City of Princeton, Texas, a duly formed municipality.

“**CCN**” shall refer to and mean a Certificate of Convenience and Necessity issued by the Texas Commission on Environmental Quality (“TCEQ”) or its predecessor/successor agency as prescribed by the Texas Water Code.

“**Cost of Construction**” shall refer to and mean the actual costs of design, engineering, construction, acquisition, and inspection of the Wastewater Facilities and/or Water Facilities, as applicable.

“**Outside Customers**” shall refer to and mean retail wastewater customers and/or water customers, as applicable, who are connected to the City’s wastewater system and/or water system and are billed as customers located outside the City’s corporate limits.

“**Party**” or “**Parties**” shall refer to and mean the City and Owner and their permitted successors and assigns.

“**Property**” shall mean and refer to the parcel of approximately 182.188 acres, more particularly described and shown in **Exhibit “A”**. The Property shall be developed into a single-family residential development.

“**Wastewater Connection Fees**” shall refer to and mean the fees, if any, due under this Agreement or to be due from customers for connection to the Wastewater Facilities.

“**Wastewater Customers**” shall mean and refer to wastewater customers that are located within the Wastewater Service Area.

“**Wastewater Facilities**” shall refer to and mean all wastewater conveyance facilities to be constructed by Owner inside or outside the boundaries of the Wastewater Service Area for the purpose of providing wastewater service to Wastewater Customers, particularly including those facilities described in the Technical Memorandum dated February 12, 2021, prepared by Bryan Moody, P.E., attached hereto as **Exhibit “B”**. Specifically, the Wastewater Facilities shall consist of, but not be limited to, the following: (i) the upsizing of the existing lift station to a capacity that



shall serve the Property, (ii) a ten (10) inch force main containing flows at or below 6.0 feet per second, and (iii) a parallel gravity line

**“Wastewater Service Area”** shall mean and refer to the approximately 182.188 acres of land located within the City’s Wastewater CCN No. 21057, more particularly described and shown in **Exhibit “A”**.

**“Water Connection Fees”** shall refer to and mean the fees, if any, due under this Agreement or to be due from customers for connection to the Water Facilities.

**“Water Customers”** shall mean and refer to water customers that are located within the Water Service Area.

**“Water Facilities”** shall mean all water conveyance facilities to be constructed by Owner inside or outside the boundaries of the Water Service Area for the purpose of providing water service to Water Customers located within the Water Service Area, particularly including those facilities described in the plans attached hereto as **Exhibit “C”** and related facilities. The Water Facilities shall consist of, but not be limited to, the following: approximately 12,000 linear feet of 8” PVC waterline and all required appurtenances.

**“Water Service Area”** shall mean and refer to the approximately 82 acres of land located within the City’s Water CCN No. 13195, more particularly described and shown in **Exhibit “D”**.

Some terms used herein are defined by the Texas Water Code or under the City ordinance. To the extent a defined term or phrase is used and not defined herein, each shall mean and refer to the definition prescribed by Texas Water Code or under the City ordinance. If no such definitions are established by those laws, then common usage shall control.

## **RECITALS**

**WHEREAS**, Owner is the sole owner of the Property and possesses record title; and

**WHEREAS**, Owner intends to sell the Property to Lennar to develop the Property for single family residential purposes; and

**WHEREAS**, Owner expects that full development of the Wastewater Service Area will require approximately 762 equivalent single-family connections (“ESFCs”) of wastewater service capacity (see **Exhibit “B”**); and

**WHEREAS**, Owner expects that full development of the Water Service Area will require approximately 290 ESFCs of water service capacity (see **Exhibit “C”**); and

**WHEREAS**, Owner currently has a portion of the Property under contract for sale (the “Initial Sale”), and intends to sell the remaining portions of the Property at later dates, to Lennar

Homes of Texas Land and Construction, Ltd. (“Lennar”), in phases and Lennar has provided the City with the Concept Plans for the Property attached hereto as **Exhibit “E”**; and

**WHEREAS**, Owner and/or Lennar intends to annex the Property into the boundaries of Collin County Municipal Utility District No. 2 (the “MUD”); and

**WHEREAS**, upon annexation of the Property by the MUD, Owner intends assign, or cause Lennar to assign, all of its rights and obligations hereunder to the MUD in accordance with Section 25 and the MUD shall become a Party to this Agreement; and

**WHEREAS**, Owner desires the City to provide retail water service to Water Customers in the Water Service Area and to provide retail wastewater service to Wastewater Customers in the Wastewater Service Area; and

**WHEREAS**, the City furnishes wastewater service as a retail public utility within its certificated service area under CCN No. 21057, which area includes the Wastewater Service Area; and

**WHEREAS**, the City furnishes water service as a retail public utility within its certificated service area under CCN No. 13195, which area includes the Water Service Area; and

**WHEREAS**, the City has agreed to take the actions necessary to make retail water service available to the Water Service Area and to make retail wastewater service available to the Wastewater Service Area pursuant to the terms of this Agreement;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the City and the Owner agree as follows :

**1. Wastewater Facilities.**

A. Design and Construction. The Wastewater Facilities shall be engineered and designed by a Texas Licensed Professional Engineer chosen by Owner or its assignee, who shall design such facilities in accordance with the applicable standards and specifications of the City and all governmental agencies having jurisdiction, consulting with the City as needed to ensure conformance with the City specifications. Owner shall design and construct the Wastewater Facilities in a good and workmanlike manner so they are fit for the intended purposes. Said design and construction shall be at Owner’s sole cost except as set forth to the contrary in paragraph 1.B. “Sizing” below. Owner shall be solely responsible for any and all costs associated with the design and construction of the Wastewater Facilities.

B. Sizing. The Wastewater Facilities shall be sized to provide continuous and adequate retail wastewater service to the Wastewater Service Area as it is developed. In the event the City requires any of the Wastewater Facilities to be oversized to serve customers located outside the

boundaries of the Wastewater Service Area, the City shall fund its pro-rata share (i.e. the number of connections located outside the Wastewater Service Area ultimately to be served by such facilities as a percentage of the total number of connections to be served by such facilities) of the Cost of Construction of all such facilities which are oversized to serve areas outside the Wastewater Service Area.

C. Construction of Wastewater Facilities. The Wastewater Facilities shall be constructed in accordance with the construction plans and specifications in compliance with the City's applicable ordinances, rules, and regulations (in existence as of the time that construction of the Wastewater Facilities commences) and the rules and regulations of any other agencies having jurisdiction (in existence as of the time that construction of the Wastewater Facilities commences), and approved by the City's engineer (which approval shall not be unreasonably withheld). Such construction shall not commence unless and until said plans and specifications have been approved by the City's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Wastewater Facilities, the more restrictive/stringent of the conflicting portion(s) shall apply.

D. Conformity. Owner agrees that the City's engineers or other representatives may, at the City's sole cost, inspect and test the construction of the Wastewater Facilities at any time to determine compliance with the approved designs, plans and specifications. Owner shall provide the City at least twenty-four (24) hours' notice prior to any test of any portion of the Wastewater Facilities prior to the covering of any portion of said improvements that are constructed below grade.

E. Stoppage for Non-Conformance. The City may stop work on any portion of the Wastewater Facilities which are not being constructed in conformance with the City's regulations and standards and the approved plans and specifications until such time as Owner and Owner's contractor(s) agree to construct that portion of the Wastewater Facilities in conformance and to demonstrate future conformance as requested by the City.

F. Operation, Maintenance and Repair. The Wastewater Facilities shall be owned and solely operated, maintained and repaired by the City. The City shall maintain the Wastewater Facilities in good repair and working condition at all times. Owner shall have no responsibility with respect to operation, maintenance, or repair of the Wastewater Facilities.

## **2. Acquisition; Dedication; Easements; Bonds; Plans.**

A. Acquisition and Dedication for Wastewater Facilities. Owner shall be responsible for acquiring and dedicating to the City, at Owner's sole expense: (i) any easement encompassing areas across privately or publicly owned land or sites which the City reasonably determines are necessary for the construction, operation and maintenance of the Wastewater Facilities; (ii) any governmental approvals necessary to construct the Wastewater Facilities in public land or rights-of-way. Owner shall use its good faith efforts to acquire non-exclusive easements which allow for the City to install future wastewater lines and other municipal utilities; provided, however, that

such future facilities shall not interfere with the operation, maintenance or use of the Wastewater Facilities.

B. Form. Any easements acquired by Owner for the Wastewater Facilities shall: (1) be at least twenty feet (20') in width; and (2) be adequate to allow the City to install wastewater lines and other municipal utilities. All easements will be situated in the public right-of-way or in existing easements specifically dedicated for the Wastewater Facilities as set forth hereunder.

C. Bonds. For all Wastewater Facilities, Owner or any contractor performing construction shall obtain and tender payment bonds, performance bonds, and maintenance bonds in the full amount of the construction cost. The maintenance bond shall be for a term of two years from the date of final acceptance of the Wastewater Facilities by the City and shall name the City as an obligee with a surety reasonably acceptable to the City guaranteeing the work and materials of the Wastewater Facilities to be free from defects or need for repair. The bond forms and the sureties are subject to the City Attorney's approval, which approval shall not be unreasonably withheld.

D. Copies of Plans. Owner shall furnish the City with one reproduction and two copies of the as-built or record drawings in an appropriate AutoCAD format for the Wastewater Facilities promptly upon completion of construction and acceptance by the City.

### **3. Retail Wastewater Service.**

A. Wastewater Service. Subject to construction of the Wastewater Facilities, the City currently has the ability to provide retail wastewater service to the Wastewater Service Area. Owner shall construct the Wastewater Facilities necessary to connect to the City's wastewater system at the agreed upon locations within the areas reflected on the attached **Exhibit "B"**. Thereafter, it shall be the duty of the City to provide retail wastewater capacity to all Wastewater Customers sufficient to timely serve each phase of the development of the Wastewater Service Area up to a maximum of 762 ESFCs of wastewater service. The City intends to contract with Milligan Water Supply Corporation ("Milligan WSC") to handle the billing of Wastewater Customers not located within the Water Service Area for the City's provision of retail wastewater service and in such event Owner and such Wastewater Customers shall reasonably cooperate with Milligan WSC in paying for said retail wastewater services. The City intends to handle the billing of Wastewater Customers located within the Water Service Area for the City's provision of retail water and wastewater services.

B. Service Subsequent to Completion and Dedication. After proper completion and dedication to the City of the Wastewater Facilities, the City shall provide continuous and adequate retail wastewater service to Wastewater Customers within the Wastewater Service Area, subject to all duly adopted rules and regulations of the City generally applicable to wastewater customers located outside the City and payment of all standard rates, fees and charges adopted by the City that pertain equally to all Outside Customers unless expressed otherwise herein. Notwithstanding any provision of this Agreement, to the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to service to Outside Customers and this Agreement, the provisions of this Agreement shall apply.

C. Conditions Precedent. It is understood and agreed by the Parties that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to:

(1) the issuance of all permits, certificates, or approvals required to lawfully provide retail wastewater service by the PUC and all other governmental agencies having jurisdiction, which Owner and the City shall use its good faith efforts to timely acquire; and

(2) the City entering into a contract with Milligan WSC for billing and collection, said contract providing for Milligan WSC to: (i) include on its customer water bills the City's charges for wastewater service for those Wastewater Customers not located within the Water Service Area; (ii) collect payments from its customers for said charges for wastewater service and promptly remit said payments to the City; and (iii) use at least the same degree of effort and employ the same measures to compel payment of overdue wastewater payments that it uses and employs to compel payment of overdue water payments, including but not limited to charging late fees and discontinuing water service to its customers.

#### **4. Wastewater Connection Fees and Other Fees.**

A. Wastewater Connection Fees. The connection fees for connection to any Wastewater Facilities shall be charged for each ESFC located in the Wastewater Service Area (the "Wastewater Connection Fees"). The Wastewater Connection Fees shall refer to the fees due under this Agreement or to be due from owners of each property representing one or more ESFCs within the Wastewater Service Area that comprises an ESFC for connection to the Wastewater Facilities or any part of the City's wastewater system. The Wastewater Connection Fee is initially in the amount of \$4,559.00 per ESFC as approved by City of the City Resolution No. 2020-05-26-R-01 passed and approved May 11, 2020. The Wastewater Connection Fee shall be charged once per each ESFC in accordance with this paragraph. The Wastewater Connection Fee shall be due for each connection made for each ESFC located in the Wastewater Service Area at the time such connection is made. No connection to the Wastewater Facilities may occur until the Wastewater Connection Fee has been paid to the City for such connection. Once the Wastewater Connection Fee is paid for a connection, no additional fee shall be required to be paid for making such connection to the Wastewater Facilities, except as expressly set forth as follows or otherwise in this Agreement. The \$4,559.00 amount of the Wastewater Connection Fee shall be in effect and shall not increase for five (5) years after the Effective Date. The City may make such recalculations only one (1) time during any such subsequent five (5) year period. Any change to the amount of the Wastewater Connection Fee made under this paragraph shall be effective upon the City providing Owner with notice of the new Wastewater Connection Fee amount and shall apply to any connections made after the new Wastewater Connection Fee amount becomes effective.

B. Professional Service Fees. Simultaneous with Owner's execution and delivery of this Agreement to the City, Owner shall deposit with the City \$20,000.00 to cover any third-party fees incurred by the City to investigate the City's ability to provide services under this Agreement and for its participation in preparing this Agreement. The City shall provide Owner with copies of all invoices paid from such monies which shall include detail as to the dates the services were

provided, description of the services and billing rates. The City shall refund the remaining balance of the fee, if any, upon completion of all legal and engineering services associated with processing Owner's non-standard service request and preparing of this Agreement.

## **5. Water Facilities.**

A. Design and Construction. The Water Facilities shall be engineered and designed by a Texas Licensed Professional Engineer chosen by Owner or its assignee, who shall design such facilities in accordance with the applicable standards and specifications of the City and all governmental agencies having jurisdiction, consulting with the City as needed to ensure conformance with the City specifications. Owner shall design and construct the Water Facilities in a good and workmanlike manner so they are fit for the intended purposes. Said design and construction shall be at Owner's sole cost except as set forth to the contrary in paragraph 5.B. "Sizing" below.

B. Sizing. The Water Facilities shall be sized to provide continuous and adequate retail water service to the Water Service Area as it is developed. In the event the City requires any of the Water Facilities to be oversized to serve customers located outside the boundaries of the Water Service Area, the City shall fund its pro-rata share (i.e. the number of connections located outside the Water Service Area ultimately to be served by such facilities as a percentage of the total number of connections to be served by such facilities) of the Cost of Construction of all such facilities which are oversized to serve areas outside the Water Service Area.

C. Construction of Water Facilities. The Water Facilities shall be constructed in accordance with the construction plans and specifications in compliance with the City's applicable ordinances, rules, and regulations (in existence as of the time that construction of the Water Facilities commences) and the rules and regulations of any other agencies having jurisdiction (in existence as of the time that construction of the Water Facilities commences), and approved by the City's engineer (which approval shall not be unreasonably withheld). Such construction shall not commence unless and until said plans and specifications have been approved by the City's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Water Facilities, the more restrictive/stringent of the conflicting portion(s) shall apply.

D. Conformity. Owner agrees that the City's engineers or other representatives may, at the City's sole cost, inspect and test the construction of the Water Facilities at any time to determine compliance with the approved designs, plans and specifications. Owner shall provide the City at least twenty-four (24) hours' notice prior to any test of any portion of the Water Facilities prior to the covering of any portion of said improvements that are constructed below grade.

E. Stoppage for Non-Conformance. The City may stop work on any portion of the Water Facilities which are not being constructed in conformance with the City's regulations and

standards and the approved plans and specifications until such time as Owner and Owner's contractor(s) agree to construct that portion of the Water Facilities in conformance and to demonstrate future conformance as requested by the City.

F. Operation, Maintenance and Repair. The Water Facilities shall be owned and solely operated, maintained and repaired by the City. The City shall maintain the Water Facilities in good repair and working condition at all times. Owner shall have no responsibility with respect to operation, maintenance, or repair of the Water Facilities.

## **6. Acquisition; Dedication; Easements; Bonds; Plans.**

A. Acquisition and Dedication for Water Facilities. Owner shall be responsible for acquiring and dedicating to the City, at Owner's sole expense: (i) any easement encompassing areas across privately or publicly owned land or sites which the City reasonably determines are necessary for the construction, operation and maintenance of the Water Facilities; (ii) any governmental approvals necessary to construct the Water Facilities in public land or rights-of-way. Owner shall use its good faith efforts to acquire non-exclusive easements which allow for the City to install future water lines and other municipal utilities; provided, however, that such future facilities shall not interfere with the operation, maintenance or use of the Water Facilities.

B. Form. Any easements acquired by Owner for the Water Facilities shall: (1) be at least twenty feet (20') in width; and (2) be adequate to allow the City to install water lines and other municipal utilities. All easements will be situated in the public right-of-way or in existing easements specifically dedicated for the Water Facilities as set forth hereunder.

C. Bonds. For all Water Facilities, Owner or any contractor performing construction shall obtain and tender payment bonds, performance bonds, and maintenance bonds in the full amount of the construction cost. The maintenance bond shall be for a term of two years from the date of final acceptance of the Water Facilities by the City and shall name the City as an obligee with a surety reasonably acceptable to the City guaranteeing the work and materials of the Water Facilities to be free from defects or need for repair. The bond forms and the sureties are subject to the City Attorney's approval, which approval shall not be unreasonably withheld.

D. Copies of Plans. Owner shall furnish the City with one reproduction and two copies of the as-built or record drawings in an appropriate AutoCAD format for the Water Facilities promptly upon completion of construction and acceptance by the City.

## **7. Retail Water Service.**

A. Water Service. Subject to construction of the Water Facilities, the City currently has the ability to provide retail water service to the Water Service Area. Owner shall construct the Water Facilities necessary to connect to the City's water system at the agreed upon locations within the areas reflected on the attached **Exhibit "D"**. Thereafter, it shall be the duty of the City to provide retail water capacity to all Water Customers sufficient to timely serve each phase of the development of the Water Service Area up to a maximum of 290 ESFCs of water service. The City

may contract with a third party to handle the billing of Water Customers for the City's provision of retail water service and in such event Owner and all Water Customers shall reasonably cooperate with such third party in paying for said retail water services.

B. Service Subsequent to Completion and Dedication. After proper completion and dedication to the City of the Water Facilities, the City shall provide continuous and adequate retail water service to Water Customers within the Wastewater Service Area, subject to all duly adopted rules and regulations of the City generally applicable to water customers located outside the City and payment of all standard rates, fees and charges adopted by the City that pertain equally to all Outside Customers unless expressed otherwise herein. Notwithstanding any provision of this Agreement, to the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to service to Outside Customers and this Agreement, the conflicting provisions of this Agreement shall apply.

C. Conditions Precedent. It is understood and agreed by the Parties that the obligation of the City to provide water service in the manner contemplated by this Agreement is subject to the issuance of all permits, certificates, or approvals required to lawfully provide retail water service by the PUC and all other governmental agencies having jurisdiction, which Owner and the City shall use its good faith efforts to timely acquire; and

## **8. Water Connection Fees.**

A. Water Connection Fees. The connection fees for connection to any Water Facilities shall be charged for each ESFC located in the Water Service Area (the "Water Connection Fees"). The Water Connection Fees shall refer to the fees due under this Agreement or to be due from owners of each property representing one or more ESFCs within the Water Service Area that comprises an ESFC for connection to the Water Facilities or any part of the City's water system. The Water Connection Fee is initially in the amount of \$5,771.00 per ESFC as approved by City of the City Resolution No. 2020-10-26-03 passed and approved October 26, 2020. The Water Connection Fee shall be charged once per each ESFC in accordance with this paragraph. The Water Connection Fee shall be due for each connection made for each ESFC located in the Water Service Area at the time such connection is made. No connection to the Water Facilities may occur until the Water Connection Fee has been paid to the City for such connection. Once the Water Connection Fee is paid for a connection, no additional fee shall be required to be paid for making such connection to the Water Facilities, except as expressly set forth as follows or otherwise in this Agreement. The \$5,771.00 amount of the Water Connection Fee shall be in effect and shall not increase for five (5) years after the Effective Date. The City may make such recalculations only one (1) time during any such subsequent five (5) year period. Any change to the amount of the Water Connection Fee made under this paragraph shall be effective upon the City providing Owner with notice of the new Water Connection Fee amount and shall apply to any connections made after the new Water Connection Fee amount becomes effective.

## **9. Section 13.248 Agreement.**



The City acknowledges that Milligan Water Supply Corporation (“Milligan WSC”) currently holds Water CCN No. 10188, which is adjacent to the City’s Water CCN No. 13195, and Milligan WSC will provide retail water service to those portions of the Property not located within the Water Service Area pursuant to an agreement between Owner and Milligan WSC. The City further acknowledges that the boundary lines where the City’s CCN No. 10188 meets Milligan WSC’s CCN No. 13195 will likely run through certain portions of the lots platted for that particular area, resulting in certain lots being located partially within the City’s CCN and partially within Milligan WSC’s CCN (the “Affected Lots”). The City agrees that in order to help facilitate the development of the Property in an efficient and economic manner, the City shall work diligently with Milligan WSC to enter into an agreement designating which of the Affected Lots shall be served by the City and which of the Affected Lots shall be served by Milligan WSC along the connecting boundary lines of the two CCNs, pursuant to Section 13.248 of the Texas Water Code. The City further agrees to work diligently with Milligan WSC to obtain the approval of such agreement by the PUC after proper public notice and hearing, in accordance with Section 13.248 of the Texas Water Code regarding contracts designating areas to be served by retail public utilities.

#### **10. Effect of Force Majeure.**

In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the force majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the force majeure condition(s), and shall provide written notice at the time that the force majeure conditions have ceased.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure” includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, epidemic, pandemic and any other incapacities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable in the judgment of the Party having the difficulty.

## **11. Notices.**

Any notice to be given hereunder by either Party to the other Party shall be in writing and may be effected by delivery in person or by facsimile or e-mail, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when properly addressed and deposited with the United States Postal Service with sufficient postage affixed.

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

Attn: Mayor  
City of Princeton, Texas  
123 West Princeton Drive  
Princeton, TX 75407

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

To Owner:                   TYF Partnership, Ltd.  
5930 LBJ Freeway, Suite 400  
Dallas, Texas 75240  
Attention: Richard W. Yip  
Telephone: 972-386-6662  
Email: [rwtyip@gmail.com](mailto:rwtyip@gmail.com)

With a copy to:           Lennar Homes of Texas Land and Construction, Ltd.  
1717 Market Place Blvd., Suite 100  
Irving, Texas 75063  
Attention: Elizabeth Bentley  
Telephone: 214-577-1056  
Email: [Elizabeth.Bentley@Lennar.com](mailto:Elizabeth.Bentley@Lennar.com)

Either Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

## **12. Breach of Agreement and Remedies.**

If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach,

the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

### **13. Indemnity.**

**To the maximum extent allowed by law, Owner and its successors and assigns shall indemnify and save harmless the City and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Owner or its agents, representatives or employees in connection with or related to the (i) construction of the Wastewater Facilities and/or Water Facilities by Owner or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to Owner or its successors and assigns; and (iii) Owner's execution and performance of its obligation under this Agreement.**

### **14. No Third-Party Beneficiaries.**

This Agreement is solely for the benefit of the Parties hereto, and no other person or entity has any right, interest or claim under this Agreement nor shall be considered to be a third-party beneficiary.

### **15. Context.**

Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

### **16. Litigation Expenses.**

Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

### **17. Intent.**

The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

### **18. Authority.**

The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto.

**19. Severability; Interpretation.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

**20. Entire Agreement.**

This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

**21. Amendment.**

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

**22. Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Collin County, Texas.

**23. Venue.**

Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Collin County, Texas.

**24. Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the permitted, successors and assigns.

## **25. Assignment.**

The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Party hereto so long as Owner provides written notice of same to the City and otherwise complies with the provision in this Section 25. Owner has entered into a contract with Lennar to sell a portion of the Property to Lennar (the “Initial Sale”), and intends to sell the remaining portions of the Property to Lennar at later dates in phases. In the event the closing of the Initial Sale transferring ownership of a portion of the Property does not occur by September 9<sup>th</sup>, 2021, this Agreement shall be null and void and of no further force and effect.

Notwithstanding the preceding, the City specifically consents to the following:

(1) Owner has advised the City that it has entered into a contract to sell a portion of the Property to Lennar. The City agrees that if and when Owner sells any portion of the Property (each a “Sale Tract”) to Lennar or any other party, Owner is authorized to assign all of its rights and obligations hereunder applicable to the Sale Tract to such purchaser, in which case all of such City rights and obligations relative to the Sale Tract shall run solely to such purchaser and thereafter to any subsequent purchaser, and Owner shall be released of any such obligations relative to the Sale Tract; and

(2) Owner has advised the City that Owner intends to annex the Property into the MUD. The City acknowledges and consents to Owner or Lennar assigning all of its rights and obligations hereunder to the MUD upon the annexation of the Property into the MUD and the MUD’s enforceable written acceptance of being legally bound to all provisions of this Agreement. Upon such enforceable assignment to the MUD, such assignor shall be released of any obligations hereunder and the City agrees to look solely to the MUD for performance. Said assignment shall not be effective and Owner shall not be released of any obligations under this Agreement until: (1) the assignment in fact fully assigns all of Owner’s rights and obligations hereunder to the MUD; and (2) a fully executed copy of such written assignment (certified as a public record by the MUD) is delivered to the City.

## **26. Effective Date.**

This Agreement shall be effective from and after the date upon which both Parties have duly executed this Agreement.

## **27. Recordation; Enforcement.**

This Agreement shall run with the land and shall bind subsequent owners of any property in the Wastewater Service Area and Water Service Area and shall be recorded in the Land Records of Collin County, Texas. To the extent that this Agreement cannot bind such subsequent owners, Owner shall adopt enforceable rules and regulations to require such owners to comply with the intent of this Agreement, including but not limited to payment to the City of the Wastewater Connection Fees and Water Connection Fees, and payment to the City for retail wastewater and/or water service, as applicable.

**28. Counterparts.**

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

**IN WITNESS WHEREOF** each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

*/signatures below/*

**EXECUTED** on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**OWNER**

**TYF PARTNERSHIP, LTD.,**  
a Texas limited partnership

By: **BMCY, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Richard W. Yip, its President

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, by Richard W. Yip in his capacity as President of BMCY, Inc., a Texas corporation, in its capacity as general partner of TYF Partnership, Ltd., a Texas limited partnership, for the purposes stated hereinabove.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CITY OF PRINCETON**

By: \_\_\_\_\_

Name: Brianna Chacon

Title: Mayor

Date: \_\_\_\_\_



## **EXHIBIT A**

### **TRACT 1**

**BEING** a tract of land situated in the Hardin Wright Survey, Abstract No. 957, Collin County, Texas, and being a portion of a called 298.35 acre tract of land described as Tract 1 in a Special Warranty Deed to TYF Partnership, Ltd., as recorded in Volume 4653, Page 2630 of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1 inch iron pipe found for the southerly southeast corner of said Tract 1, common to the southwest corner of a called 102.429 acre tract of land described in a deed to Lennar Homes of Texas Land and Construction, Ltd., as recorded in Instrument No. 20190107000020490 of the Official Public Records of Collin County, Texas, same being on the northerly line of a called 100 acre tract of land described in a deed to Lucile Myrtle Griffin, as recorded in Volume 278, Page 9 of the Land Records of Collin County, Texas;

**THENCE** South 86°17'55" West (called South 85°01'02" West), along the southerly line of said Tract 1 and the northerly line of said 100 acre tract, a distance of 199.50 feet (called 199.17 feet) to a 2 inch iron pipe found for the northwest corner of said 100 acre tract, common to the northeast corner of a called 35 1/5 acre tract of land described as Block 67, as recorded in Volume 1234, Page 400 of the Deed Records of Collin County, Texas;

**THENCE** South 86°36'09" West (called South 85°40'36" West), continuing along the southerly line of said Tract 1 and along the northerly line of said Block 67, a distance of 1004.63 feet (called 1005.23 feet) to a 1/2 inch iron rod found for the easterly southwest corner of said Tract 1, common to the northwest corner of said Block 67, the northeast corner of a called 35 1/5 acre tract of land described as Block 66 in said deed recorded in Volume 1234, Page 400 of the Deed Records of Collin County, Texas, and the southeast corner of a called 35 1/5 acre tract of land described as Block 52 in said deed recorded in Volume 1234, Page 400 of the Deed Records of Collin County, Texas;

**THENCE** North 0°20'32" East (called North 0°38'42" West), along the westerly line of said Tract 1 and the easterly line of said Block 52, a distance of 1343.39 feet to a 1 inch iron pipe found for the northeast corner of said Block 52, common to an ell corner of said Tract 1;

**THENCE** South 87°12'26" West (called South 86°12'22" West), along the southerly line of said Tract 1 and the northerly line of said Block 52, a distance of 1202.76 feet to a 1/2 inch iron rod found for the northwest corner of said Block 52, common to an ell corner of said Tract 1, same being in the centerline of Simpson Road (County Road No. 401), a variable width right-of-way, no record found;

**THENCE** North 1°33'18" East, along the centerline of said Simpson Road and crossing said Tract 1, a distance of 514.40 feet to a cotton spindle found for the southeast corner of called 10.569 acre tract of land described in a deed to Ollie Merrill Simpson and wife, Cherry Simpson,

as recorded in Instrument No. 20060821001197720 of the Official Public Records of Collin County, Texas, common to an ell corner of said Tract 1;

**THENCE** North 1°03'56" East (called North 0°04'57" West), along the westerly line of said Tract 1 and the centerline of said Simpson Road, a distance of 2036.38 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 1, common to the southwest corner of a called 1.860 acre tract of land described in a deed to Mark Wayne Caldwell and Lisa G. Caldwell, as recorded in Instrument No. 20191120001483460 of the Official Public Records of Collin County, Texas;

**THENCE** North 87°08'02" East, departing the centerline of said Simpson Road, along the northerly line of said Tract 1, the southerly line of said 1.860 acre tract, the southerly line of a called 1.878 acre tract of land described in a deed to Joe Paul Sexton, as recorded in Volume 5193, Page 1726 of the Land Records of Collin County, Texas, and the southerly line of a called 1.878 acre tract of land described in a deed to Sonia R. Espinoza, as recorded in Volume 4465, Page 2160 of the Official Public Records of Collin County, Texas, a distance of 1225.28 feet to a 1/2 inch iron rod with plastic cap stamped "McKim Creed" found for the northeast corner of said Tract 1, common to the southeast corner of said 1.878 acre Espinoza tract, the southwest corner of a called 7.00 acre tract of land described in a deed to D.L. Caldwell, as recorded in Volume 4653, Page 2674 of the Land Records of Collin County, Texas, and the southerly northwest corner of Cypress Bend Phase 2, according to the plat thereof recorded in Volume 2016, Page 91 of the Plat Records of Collin County, Texas;

**THENCE** South 0°59'42" West, departing the northerly line of said Tract 1, along the westerly line of said Cypress Bend Phase 2, and the westerly line of Cypress Bend No. 3, according to the plat thereof recorded in Volume 2017, Page 533 of the Plat Records of Collin County, Texas, a distance of 1772.70 feet to a 5/8 inch iron rod with plastic cap stamped "McKim Creed" found for the southwest corner of said Cypress Bend No. 3, and at the beginning of a non-tangent curve to the right having a central angle of 11°46'28", a radius of 2864.93 feet, a chord bearing and distance of North 81°19'19" East, 587.72 feet (called North 80°19'57" East);

**THENCE** along the southerly line of said Cypress Bend No. 3, the following:

In a northeasterly direction, with said curve to the right, an arc distance of 588.76 feet to a 1/2 inch iron rod found for corner;

North 87°12'39" East (called North 86°13'11" East), a distance of 617.37 feet (called 617.80 feet) to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 1, common to the northwest corner of aforesaid 102.429 acre tract;

**THENCE** South 1°14'42" West (called South 0°15'53" West), departing the southerly line of said Cypress Bend No. 3, along the easterly line of said Tract 1 and the westerly line of said 102.429 acre tract, a distance of 2170.65 feet (called 2170.68 feet) to the **POINT OF BEGINNING** and containing 131.646 acres (5,734,492 square feet) of land, more or less.

## **TRACT 2**

**BEING** a tract of land situated in the Hardin Wright Survey, Abstract No. 957, Collin County, Texas, and being a portion of a called 298.35 acre tract of land described as Tract 1 in a Special Warranty Deed to TYF Partnership, Ltd., as recorded in Volume 4653, Page 2630 of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at the southerly northwest corner of said Tract 1, common to the southwest corner of a called 10.569 acre tract of land described in a deed to Ollie Merril Simpson and wife, Cherry Simpson, as recorded in Instrument No. 20060821001197720 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 54.533 acre tract of land described in a deed to Patty L. Niemeyer, as recorded in Instrument No. 20180831001101160 of the Official Public Records of Collin County, Texas;

**THENCE** North 89°33'02" East, departing the easterly line of said 54.533 acre tract, along a northerly line of said Tract 1 and the southerly line of said 10.569 acre tract, a distance of 1167.28 feet to an ell corner of said Tract 1, common to the southeast corner of said 10.569 acre tract, same being in the centerline of Simpson Road (County Road No. 401), a variable width right-of-way, no record found;

**THENCE** South 0°32'44" West, along the centerline of said Simpson Road and crossing said Tract 1, a distance of 515.39 feet to an ell corner of said Tract 1, common to the northwest corner of a called 35 1/5 acre tract of land described as Block 52 in a deed to James W. Griffin, as recorded in Volume 1234, Page 400 of the Deed Records of Collin County, Texas;

**THENCE** South 0°20'44" East, continuing along the centerline of said Simpson Road, and along an easterly line of said Tract 1 and the westerly line of said Block 52, a distance of 1281.68 feet to a southeast corner of said Tract 1, common to the northeast corner of Settler's Creek Phase V, according to the plat thereof recorded in Cabinet G, Page 212 of the Plat Records of Collin County, Texas;

**THENCE** departing the centerline of said Simpson Road, along the common line of said Tract 1 and said Settler's Creek Phase V and the common line of said Tract 1 and Settler's Creek Phase IV, according to the plat thereof recorded in Cabinet F, Page 337 of the Plat Records of Collin County, Texas, the following:

South 85°33'40" West, a distance of 770.66 feet to a point for corner;

South 85°05'51" West, a distance of 438.62 feet to the westernmost southwest corner of said Tract 1, common to an ell corner of said Settler's Creek Phase IV;

North 0°08'04" West, a distance of 310.07 feet to the northernmost corner of said Settler's Creek Phase IV, common to northerly southeast corner of Settler's Creek Phase 2, according to the plat thereof recorded in Cabinet C, Page 741 of the Plat Records of Collin County, Texas;

**THENCE** along the common line of said Tract 1 and Settler's Creek Phase 2, the following:

North 0°02'00" East, a distance of 748.71 feet to a point for corner;

North 0°39'07" East, a distance of 433.35 feet to the northeast corner of said Settler's Creek Phase 2, common to the southeast corner of aforesaid 54.533 acre tract;

**THENCE** North 4°27'42" East, along the common line of said Tract 1 and said 54.533 acre tract, a distance of 394.09 feet to the **POINT OF BEGINNING** and containing 50.542 acres (2,201,605 square feet) of land, more or less.

The bearings for this description are based on a bearing of North 89°33'02" East for a northerly line of a called 298.35 acre tract of land according to the Special Warranty Deed recorded in Volume 4653, Page 2630 of the Deed Records of Collin County, Texas.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**EXHIBIT B**

**TECHNICAL MEMORANDUM**



## **TYF Tract Sanitary Sewer Capacity Technical Memorandum**

To: Shawn Fort, Director of Development Services, City of Princeton

From: Bryan Moody, P.E., Kimley-Horn and Associates

Date: February 12, 2021

Subject: Downstream Sanitary Sewer Capacity Analysis for the TYF Tract



Kimley-Horn and Associates, Inc. (Kimley-Horn) was contracted by Lennar Homes to provide support as they complete due diligence on the TYF Tract (Project). The project is generally located west of the Arcadia Farms and Cypress Bend communities within the City of Lowry Crossing ETJ. While the project is located outside of the City of Princeton's jurisdiction, it is located within Princeton's Sewer CCN. Based on preliminary conversations with Mr. Fort, the City desires to provide sewer to the area of the project through the existing Cypress Bend Lift Station (lift station). The purpose of this memo is to analyze the available capacity in the existing lift station and downstream system and to receive feedback from the City on the findings of the analyses.

### **Current Conditions**

Per the Cypress Bend Lift Station Design Plans by Carter and Burgess, dated June, 2005 (Carter and Burgess Plans), the existing wet well and valve vault were designed and constructed to accommodate the ultimate developed drainage basin while the existing pumps are designed to only handle a peak flow of 652 gallons per minute (GPM) for only the initial amount of development within the basin. The Carter and Burgess Plans include recommendations for the pumps to be upgraded to accommodate the ultimate developed drainage basin, which was anticipated to include 908 residential lots and 16.8 acres of commercial area for a total peak flow 1,138 GPM. The designed ultimate lift station capacity was for 1,332 GPM.

More recently, in support of continuing development of Arcadia Farms, Kimley-Horn prepared a technical memorandum, dated October 21, 2019 and associated construction plans (Kimley-Horn Plans) to address the improvements to the existing lift station to serve the ultimate conditions. These improvements have yet to be completed. However, based on the actual number of lots draining to the existing lift station from Arcadia Farms (20 fewer lots) while holding all other assumptions and criteria from the Carter and Burgess Plans, the proposed total peak flow for the ultimate developed drainage basin was calculated to be 1,114 GPM. As such, the lift station improvements have been designed for an ultimate lift station capacity of 1,114 GPM.

### **Proposed Ultimate Conditions**

There will be two Scenarios presented. Scenario 1 will analyze the existing sanitary sewer system for the TYF Tract only as illustrated on the attached Exhibit. Scenario 2 will analyze the existing sanitary sewer system for the TFY Tract as well as the "West Tract" as illustrated on the attached Exhibit. Scenario 1 is anticipated to add 762 residential lots to the ultimate developed drainage basin. Scenario 2 is anticipated to add 943 residential lots to the ultimate developed drainage basin. Based on the

actual number of platted lots in Cypress Bend, Phases 1-3, per the recorded final plats, there are 21 fewer lots in Cypress Bend than originally anticipated at the time of the Carter and Burgess Plans. All other assumptions on land use were held from the Carter and Burgess Plans. Converting to an equivalent number of residential lots, the capacity analysis provided below is based on an assumed 1,683 equivalent residential lots for Scenario 1 and an assumed 1,864 equivalent residential lots for Scenario 2 draining to the existing lift station.

### Peaking Factor

The peaking factor used to calculate the design peak flow for the existing lift station, both in the Carter and Burgess Plans and as updated in the Kimley-Horn Plans, was a 5.0. Per Princeton's current criteria, the standard peaking factor for single family residential is a 4.0. It is also common to calculate the peaking factor based on the actual/projected population of the basin using Harmon's Formula below, where PF is the peaking factor and P is the population served in thousands of people.

$$PF = \frac{18 + \sqrt{P}}{4 + \sqrt{P}}$$

The capacity analysis contained herein will calculate the proposed ultimate condition peak flows for both scenarios using Harmon's formula shown above, plus an Inflow & Infiltration factor of 400 GPD/acre.

### Lift Station Capacity Analysis

As stated above, the capacity of the lift station will be 1,114 GPM once the improvements, per the Kimley-Horn Plans, are completed. The anticipated total peak flow to the lift station per the proposed ultimate conditions and peaking factor as stated above are calculated in the table below.

	Lots	Capita / Lot	Population	Flow/Capita (GPD)	Average Flow (GPD)	Peaking Factor	Total Area (AC)	I&I Factor (GPD)	Peak Flow (GPD)	Peak Flow (GPM)	Peak Flow (MGD)
Scenario 1	1,683	3.5	5,891	100	589,100	3.18	384.1	153,640	2,025,955	1,407	2.03
Scenario 2	1,864	3.5	6,524	100	652,400	3.14	420.34	168,136	2,214,083	1,538	2.21

In both Scenario 1 & 2, the total peak flow is greater than both the original designed ultimate condition capacity in the Carter and Burgess Plans and the updated designed ultimate condition capacity in the Kimley-Horn Plans. Meaning further upgrades to the existing lift station are likely required, subject to further analysis.

### Downstream Capacity Analysis

The existing lift station pumps through a 10" force main to the upstream-most manhole located at the northwest corner of Arcadia Farms, Phase 3 on an existing 15" gravity line. The gravity line routes through multiple phases of Arcadia Farms and Brookside, Phase 3 while also changing size to an 18" line before crossing under Tickey Creek to tie into the main sewer trunk running south along Tickey Creek.

The tables on the following page calculate the total peak flow in both scenarios at multiple design points, as identified on the attached Sanitary Sewer Drainage Area Exhibit, along the route of the gravity line. The pipe capacity is also calculated in the tables based on Manning's Equation, the pipe size, and the minimum pipe slope between design points.

In Scenario 1, the existing gravity line shows to have adequate capacity until downstream of Design Point 5, approximately the last 550 linear feet of the gravity line within open space and Tickey Creek floodplain. The options for addressing the lack of capacity in this segment of the gravity line is to either upsize the line or add a hydraulically connected parallel line. Using the total flow from the lift station and the Continuity Equation ( $Q=VA$ ), the 10" force main would have a velocity of 5.8 fps.

In Scenario 2, the existing gravity line shows to have adequate capacity until the same point as Scenario 1. However, the 10" Forcemain would have a velocity of 6.3 fps.

**Conclusion**

Based on the analyses contained herein, it is anticipated that the subject Project can drain through the existing Cypress Bend lift station and associated downstream gravity line as the City desires in both scenarios with the following improvements:

- Upgrades to the existing Cypress Bend lift station, scope of which to be determined at time of final design.
- Within Brookside Phase 3, upsize the gravity line within the open space and Tickey Creek floodplain. Alternatively, a hydraulically connected parallel line could be installed in the same section. Determination will be made at time of final design.

**Attachments**

Sanitary Sewer Drainage Area Exhibit



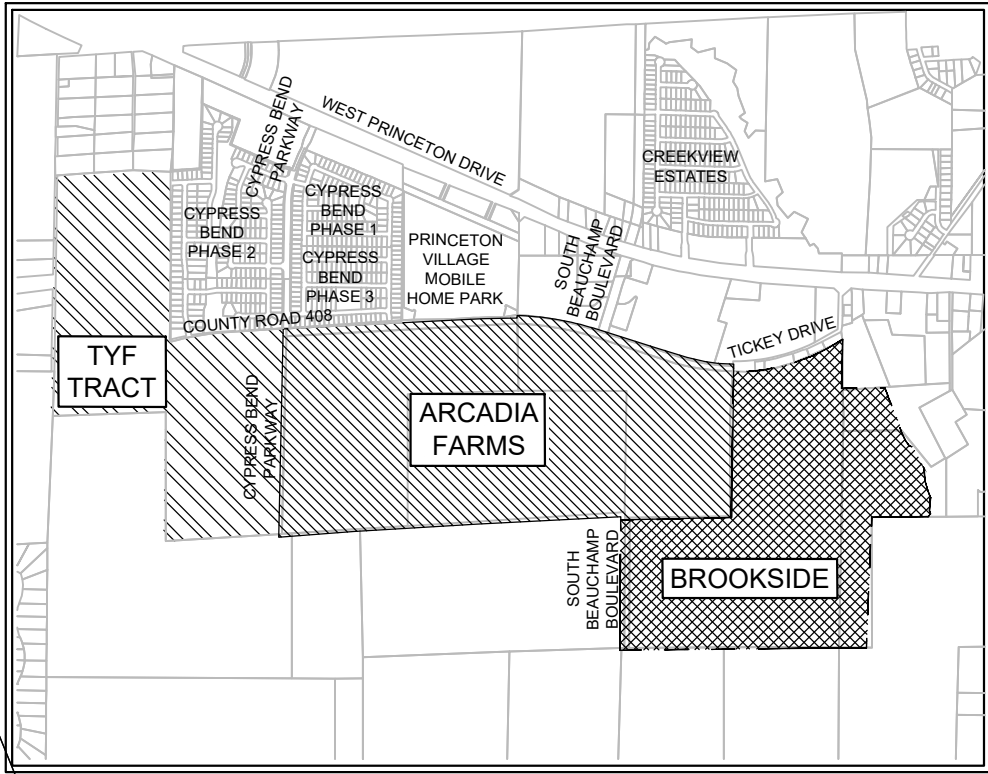
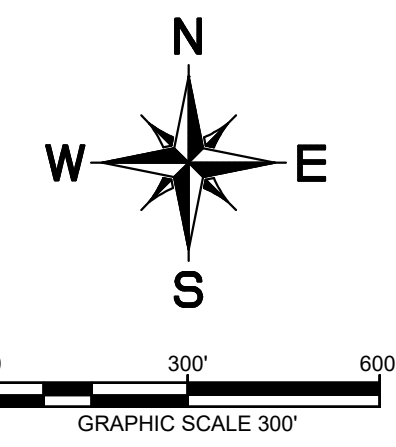
SCENARIO 1

Design Point	Area (AC)	Lots	Capita / Lot	Population	Total Population	Flow/Capita (GPD)	Average Flow (GPD)	Total Average Flow (GPD)	Peaking Factor	Total Peak Flow (GPD)	I&I Factor (GPD/Acre)	I&I (GPD)	Total I&I (GPD)	Total Flow (Peak + I&I) (MGD)	Downstream Pipe Size	Manning's n	Estimated Pipe Slope (%)	Pipe Capacity (MGD)
1	384.10	1,683	3.5	5,891	5,891	100	589,100	589,100	3.18	1,872,315	400	153,640	153,640	2.03	15	0.013	0.30%	2.29
2	13.06	70	3.5	245	6,136	100	24,500	613,600	3.16	1,939,874	400	5,224	158,864	2.10	15	0.013	0.30%	2.29
3	25.92	126	3.5	441	6,577	100	44,100	657,700	3.13	2,060,352	400	10,368	169,232	2.23	15	0.013	0.80%	3.73
4	158.31	812	3.5	2,842	9,419	100	284,200	941,900	2.98	2,807,302	400	63,324	232,556	3.04	18	0.013	0.30%	3.72
5	146.17	438	3.5	1,533	10,952	100	153,300	1,095,200	2.92	3,192,888	400	58,468	291,024	3.48	18	0.013	0.20%	3.04

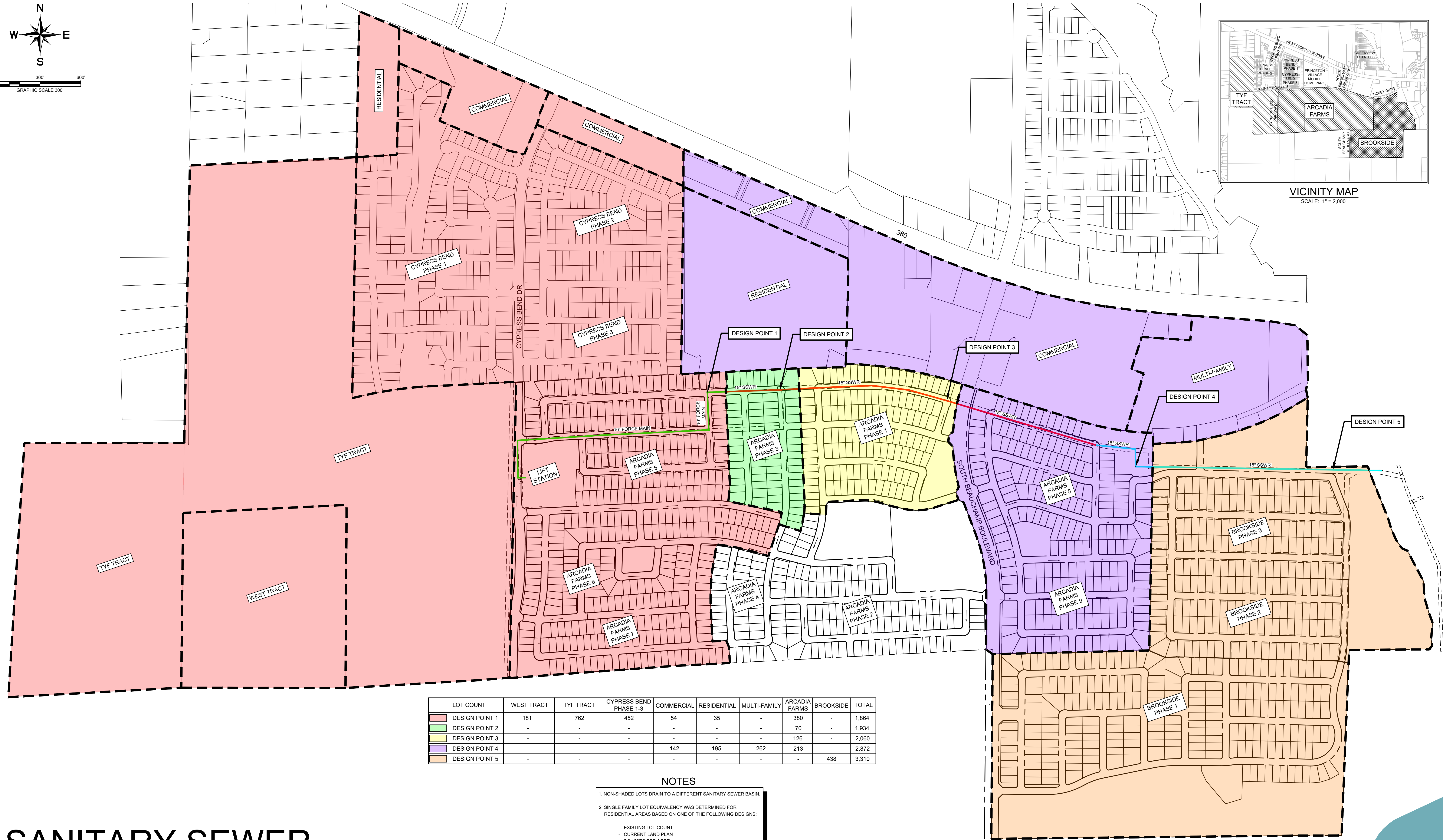
SCENARIO 2

Design Point	Area (AC)	Lots	Capita / Lot	Population	Total Population	Flow/Capita (GPD)	Average Flow (GPD)	Total Average Flow (GPD)	Peaking Factor	Total Peak Flow (GPD)	I&I Factor (GPD/Acre)	I&I (GPD)	Total I&I (GPD)	Total Flow (Peak + I&I) (MGD)	Downstream Pipe Size	Manning's n	Estimated Pipe Slope (%)	Pipe Capacity (MGD)
1	420.34	1,864	3.5	6,524	6,524	100	652,400	652,400	3.14	2,045,947	400	168,136	168,136	2.21	15	0.013	0.30%	2.29
2	13.06	70	3.5	245	6,769	100	24,500	676,900	3.12	2,112,372	400	5,224	173,360	2.29	15	0.013	0.30%	2.29
3	25.92	126	3.5	441	7,210	100	44,100	721,000	3.09	2,230,915	400	10,368	183,728	2.41	15	0.013	0.80%	3.73
4	158.31	812	3.5	2,842	10,052	100	284,200	1,005,200	2.95	2,967,800	400	63,324	247,052	3.21	18	0.013	0.30%	3.72
5	146.17	438	3.5	1,533	11,585	100	153,300	1,158,500	2.89	3,349,169	400	58,468	305,520	3.65	18	0.013	0.20%	3.04





VICINITY MAP  
SCALE: 1" = 2,000'



LOT COUNT	WEST TRACT	TYF TRACT	CYPRESS BEND PHASE 1-3	COMMERCIAL	RESIDENTIAL	MULTI-FAMILY	ARCADIA FARMS	BROOKSIDE	TOTAL
DESIGN POINT 1	181	762	452	54	35	-	380	-	1,864
DESIGN POINT 2	-	-	-	-	-	-	70	-	1,934
DESIGN POINT 3	-	-	-	-	-	-	126	-	2,060
DESIGN POINT 4	-	-	-	142	195	262	213	-	2,872
DESIGN POINT 5	-	-	-	-	-	-	-	438	3,310

NOTES

1. NON-SHADED LOTS DRAIN TO A DIFFERENT SANITARY SEWER BASIN.
2. SINGLE FAMILY LOT EQUIVALENCY WAS DETERMINED FOR RESIDENTIAL AREAS BASED ON ONE OF THE FOLLOWING DESIGNS:
  - EXISTING LOT COUNT
  - CURRENT LAND PLAN
  - 5.0 UNITS PER ACRE
3. SINGLE FAMILY LOT EQUIVALENCY WAS DETERMINED FOR COMMERCIAL AREAS BASED ON ONE OF THE FOLLOWING DESIGNS:
  - LOT AREA X 50% COVERAGE = BUILDING SF
  - BUILDING SF / 400 SF PER PERSON = EQUIVALENT PEOPLE
  - EQUIVALENT PEOPLE X 20 GPD = TOTAL GPD
  - TOTAL GPD / (3.5 PPU X 100 GPD) = EQUIVALENT LOTS
  - TOTAL EXISTING PARKING SPACES = EQUIVALENT PEOPLE
4. SINGLE FAMILY LOT EQUIVALENCY WAS DETERMINED FOR MULTI-FAMILY AREAS BASED ON ONE OF THE FOLLOWING DESIGNS:
  - NUMBER OF UNITS X 3.0 PPU X 100 GPD = TOTAL GPD
  - TOTAL GPD / (3.5 PPU X 100 GPD) = EQUIVALENT LOTS

# SANITARY SEWER DRAINAGE AREA EXHIBIT

Princeton, Texas  
February 2021

**Kimley»Horn**

13455 Noel Road  
Suite 700  
Dallas, Texas 76063  
972-770-1300  
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PROVIDED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

**EXHIBIT C**  
**WATER FACILITIES**





CYPRESS CREEK (TYF TRACT)  
EXHIBIT C - WATER FACILITIES  
CITY OF LOWRY CROSSING ETJ, COLLIN COUNTY  
MAY 2021

**EXHIBIT D**  
**WATER SERVICE AREA**

**EXHIBIT D – legal description of approximately 82 acres located in Princeton’s water CCN**

**BEING** a tract of land situated in the Hardin Wright Survey, Abstract No. 957, Collin County, Texas, and being a portion of a called 298.35 acre tract of land described as Tract 1 in a Special Warranty Deed to TYF Partnership, Ltd., as recorded in Volume 4653, Page 2630 of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1 inch iron pipe found for the southerly southeast corner of said Tract 1, common to the southwest corner of a called 102.429 acre tract of land described in a deed to Lennar Homes of Texas Land and Construction, Ltd., as recorded in Instrument No. 20190107000020490 of the Official Public Records of Collin County, Texas, same being on the northerly line of a called 100 acre tract of land described in a deed to Lucile Myrtle Griffin, as recorded in Volume 278, Page 9 of the Land Records of Collin County, Texas;

**THENCE** South 86°17'55" West (called South 85°01'02" West), along the southerly line of said Tract 1 and the northerly line of said 100 acre tract, a distance of 199.50 feet (called 199.17 feet) to a 2 inch iron pipe found for the northwest corner of said 100 acre tract, common to the northeast corner of a called 35 1/5 acre tract of land described as Block 67, as recorded in Volume 1234, Page 400 of the Deed Records of Collin County, Texas;

**THENCE** South 86°36'09" West (called South 85°40'36" West), continuing along the southerly line of said Tract 1 and along the northerly line of said Block 67, a distance of 1004.63 feet (called 1005.23 feet) to a 1/2 inch iron rod found for the easterly southwest corner of said Tract 1, common to the northwest corner of said Block 67, the northeast corner of a called 35 1/5 acre tract of land described as Block 66 in said deed recorded in Volume 1234, Page 400 of the Deed Records of Collin County, Texas, and the southeast corner of a called 35 1/5 acre tract of land described as Block 52 in said deed recorded in Volume 1234, Page 400 of the Deed Records of Collin County, Texas;

**THENCE** North 0°20'32" East (called North 0°38'42" West), along the westerly line of said Tract 1 and the easterly line of said Block 52, a distance of 1343.39 feet to a 1 inch iron pipe found for the northeast corner of said Block 52, common to an ell corner of said Tract 1;

**THENCE** South 87°12'26" West (called South 86°12'22" West), along the southerly line of said Tract 1 and the northerly line of said Block 52, a distance of 340.50 feet to a point for corner;

**THENCE** North 0°55'44" East, departing the southerly line of said Tract 1 and the northerly line of said Block 52, and crossing said Tract 1, a distance of 2551.16 feet to a point for corner on the northerly line of said Tract 1 and the southerly line of a called 1.878 acre tract of land described in a deed to Sonia R. Espinoza, as recorded in Volume 4465, Page 2160 of the Official Public Records of Collin County, Texas;

**THENCE** North 87°08'02" East, along the northerly line of said Tract 1 and the southerly line of said 1.878 acre tract, a distance of 373.45 feet to a 1/2 inch iron rod with plastic cap stamped "McKim Creed" found for the northeast corner of said Tract 1, common to the southeast corner of said 1.878 acre tract, the southwest corner of a called 7.00 acre tract of land described in a

deed to D.L. Caldwell, as recorded in Volume 4653, Page 2674 of the Land Records of Collin County, Texas, and the southerly northwest corner of Cypress Bend Phase 2, according to the plat thereof recorded in Volume 2016, Page 91 of the Plat Records of Collin County, Texas;

**THENCE** South  $0^{\circ}59'42''$  West, departing the northerly line of said Tract 1, along the westerly line of said Cypress Bend Phase 2, and the westerly line of Cypress Bend No. 3, according to the plat thereof recorded in Volume 2017, Page 533 of the Plat Records of Collin County, Texas, a distance of 1772.70 feet to a 5/8 inch iron rod with plastic cap stamped "McKim Creed" found for the southwest corner of said Cypress Bend No. 3, and at the beginning of a non-tangent curve to the right having a central angle of  $11^{\circ}46'28''$ , a radius of 2864.93 feet, a chord bearing and distance of North  $81^{\circ}19'19''$  East, 587.72 feet (called North  $80^{\circ}19'57''$  East);

**THENCE** along the southerly line of said Cypress Bend No. 3, the following:

In a northeasterly direction, with said curve to the right, an arc distance of 588.76 feet to a 1/2 inch iron rod found for corner;

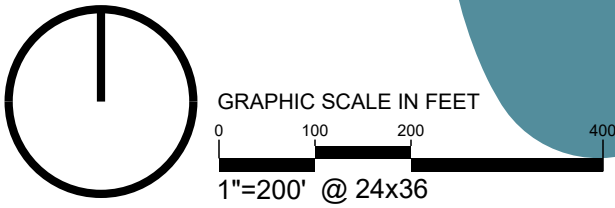
North  $87^{\circ}12'39''$  East (called North  $86^{\circ}13'11''$  East), a distance of 617.37 feet (called 617.80 feet) to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 1, common to the northwest corner of aforesaid 102.429 acre tract;

**THENCE** South  $1^{\circ}14'42''$  West (called South  $0^{\circ}15'53''$  West), departing the southerly line of said Cypress Bend No. 3, along the easterly line of said Tract 1 and the westerly line of said 102.429 acre tract, a distance of 2170.65 feet (called 2170.68 feet) to the **POINT OF BEGINNING** and containing 81.673 acres (3,557,673 square feet) of land, more or less.

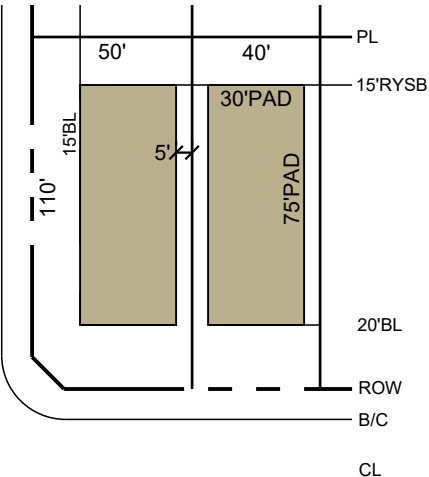
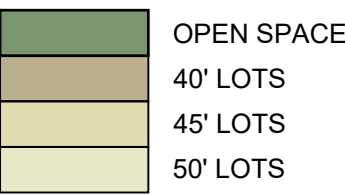
**EXHIBITS E AND F**  
**CONCEPT PLANS**



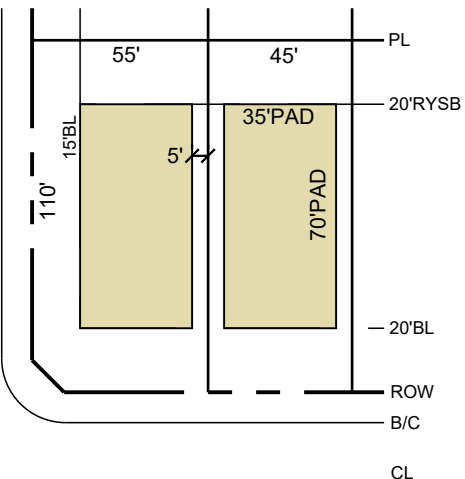
Lot Type Summary	Phase 1	Phase 2	Phase 3	West
40' x 110'	58	55	110	-
45' x 110'	55	58	64	-
50' x 110'	57	50	53	171
Total	170	163	227	171



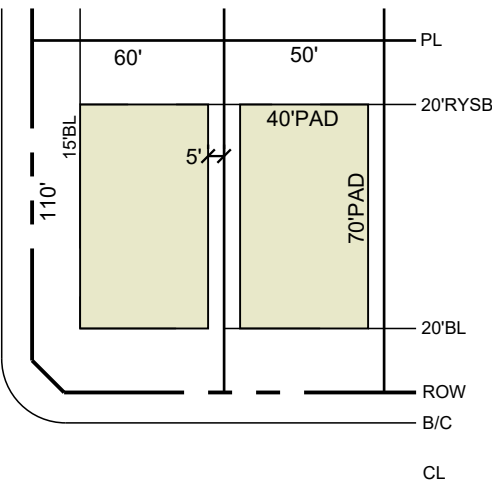
LEGEND



STANDARD 40'x110' LOT



STANDARD 45'x110' LOT



STANDARD 50'x110' LOT



EXHIBIT E  
CONCEPT PLAN  
**Cypress Creek**  
**LENNAR**

Lowry Crossing, Texas  
May 2021

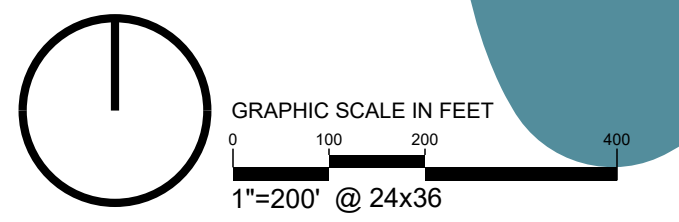
**Kimley»Horn**

13455 Noel Road  
Suite 700  
Dallas, Texas 75240  
(972) 770-1300  
State of Texas Registration No. F-928

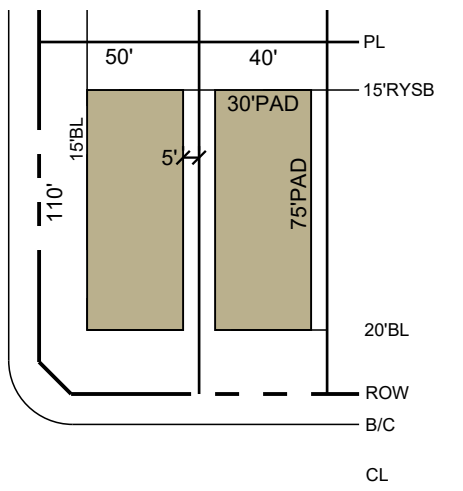
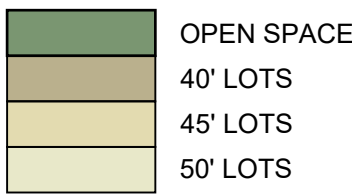
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.



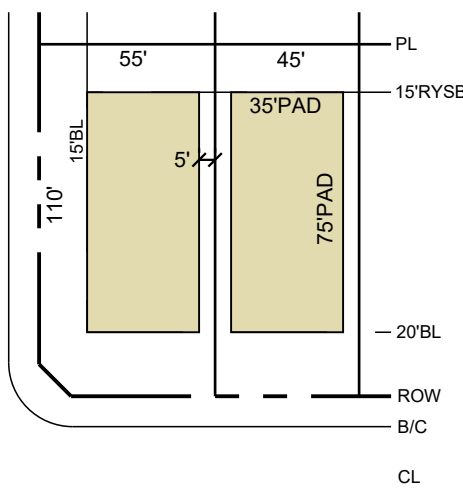
Lot Type Summary	Phase 1	Phase 2	Phase 3
40' x 110'	58	55	110
45' x 110'	55	58	64
50' x 110'	57	50	53
<b>Total</b>	<b>170</b>	<b>163</b>	<b>227</b>



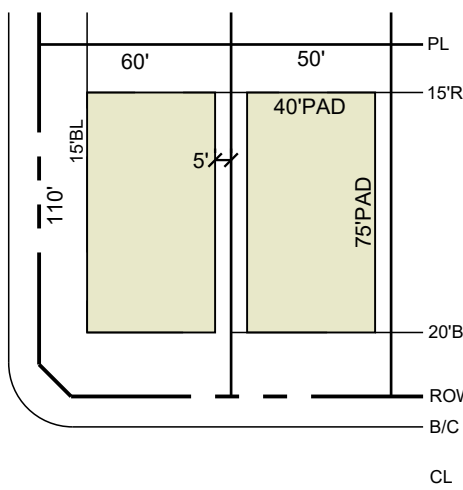
### LEGEND



STANDARD 40'x110' LOT



STANDARD 45'x110' LOT



STANDARD 50'x110' LOT

EXHIBIT E  
CONCEPT PLAN  
Cypress Creek  
LENNAR

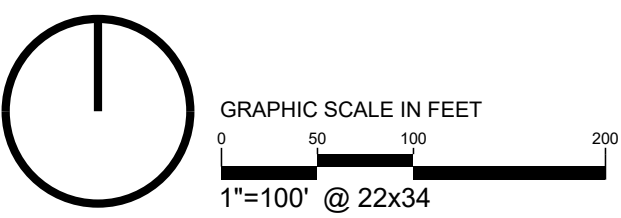
Lowry Crossing, Texas  
April 2021

Kimley»Horn

13455 Noel Road  
Suite 700  
Dallas, Texas 75240  
(972) 770-1300  
State of Texas Registration No. F-928

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



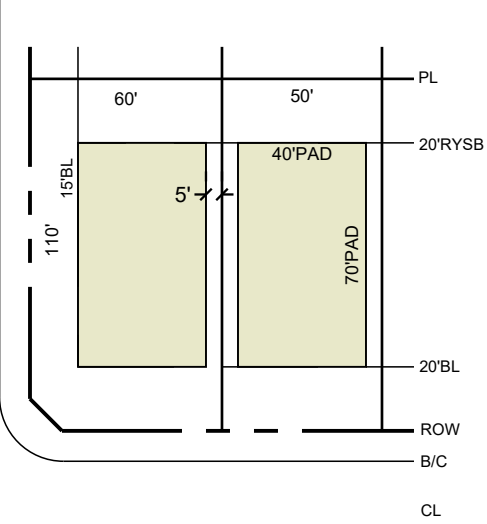


Land Use Acreage Summary	
Simpson Road ROW	1.4
Residential Street ROW	9.2
Open Space (OS)	15.2
Residential Lots / Residential Rights of Way	24.7
Total	50.5

Open Space Acreage Summary	
Open Space (OS)	15.2
Total	50.5
Total Percent Open Space	30.0%

Lot Type Summary	
50' x 110'	171
Total	171

Density Summary (Units per Acre)	
Gross	3.38
Net of Perimeter ROW and Buffers	3.48



STANDARD 50'x110' LOT

EXHIBIT E  
CONCEPT PLAN

Cypress Creek West

**LENNAR**  
Lowry Crossing, Texas  
May 2021

**Kimley»Horn**  
400 N. Oklahoma Dr.  
Suite 105  
Celina, Texas 75009  
469-501-2200  
State of Texas Registration No. F-928



ORDINANCE NO. \_\_\_\_\_

**AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRINCETON, TEXAS ORDINANCE, CHAPTER 46 TO ADD A NEW ARTICLE VI REGARDING THE REGULATION OF SEXUAL OFFENDERS; DEFINING CRIMINAL OFFENSES; PROVIDING FOR AFFIRMATIVE DEFENSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF \$2,000; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Princeton, Texas ("City") is a Type A general-law municipality; and

**WHEREAS**, the City Council of the City of Princeton ("City Council") has determined and declared that sex offenders are a serious threat to public safety; and

**WHEREAS**, the City Council seeks to enforce various regulations regarding the activities and residency restrictions for registered sex offenders in the City, in accordance with enactments of the Texas legislature expressly addressing the regulation of registered sex offenders by general-law municipalities, codified at Texas Local Government Code § 341.906;

**WHEREAS**, the members of the City Council are deeply and profoundly concerned about the unfortunate, numerous occurrences within the State of Texas and the United States when convicted sexual offenders have been released from custody and then repeat the same or similar unlawful acts for which they had originally been convicted; and

**WHEREAS**, the City Council of the City of Princeton, Texas finds from the available evidence that the recidivism rate for released sexual offenders is alarmingly high, especially for those who commit crimes upon children; and

**WHEREAS**, the United States Department of Justice, Office of Justice Programs, Bureau of Justice Statistics (BJS), studied the recidivism of sex offenders released since 1994 and found the following:

1. within three years following their release, 5.3% of sex offenders (men who had committed rape or sexual assault) were rearrested for another sex crime;
2. on average, the 9,691 sex offenders served less than half of the eight-year average sentence;
3. compared to non-sex offenders released from state prisons, released sex offenders were four times more likely to be rearrested for a sex crime;

4. of the released sex offenders, 3.5% were reconvicted for a sex crime within the three-year follow-up period, 24% were reconvicted for a new offense and 38.6% were returned to prison, either because they received another prison sentence or because of a parole violation; and
5. the 9,691 released sex offenders studied included 4,295 men who were in prison for child molesting; and

**WHEREAS**, other BJS surveys have shown that 70% of all men in prison for a sex crime were men whose victim was a child; and

**WHEREAS**, the Texas Department of State Health Services Council on Sex Offender Treatment has found that incarceration in a penal institution does not deter repeat sexually violent predators or the proliferation of sexual violence and that decades of research across a broad spectrum of issues show that punishment merely suppresses deviant behavior and does not eradicate it; and

**WHEREAS**, experts in the area of criminology have stated that "all sexual assaults should be considered violent behavior;" and

**WHEREAS**, experts in the field of child sex crimes, such as those at the John Jay College in New York, state that " . . . child sexual abuse is significantly underreported" and a study of the Center for Sex Offender Management, a project of the United States Department of Justice, noted that "[a]lthough sex offenders account for only a small percentage of the total offender population, probably no other group of offenders evokes as much fear in citizens and concern among policymakers and practitioners. In an effort to protect the public from the threats posed by known sex offenders and to ensure that the most effective management practices possible are in place, communities across the country are working hard to assess and plan improvements in their current approaches to sex offender management;" and

**WHEREAS**, one expert author has written that "[t]here is overwhelming evidence that indicates that our current system of punishing or treating sexual offenders is failing us" and a publication of the American Medical Association (AMA) states that "[c]hild sexual abuse has been endemic for generations, but recognition of the prevalence and the potential devastating psychological effects have only recently received attention" and the AMA publication goes on to state that "[r]ecent studies suggest that approximately 20% of children will be sexually abused in some way before they reach adulthood, with this figure cumulating at a rate of about 1% each year;" and

**WHEREAS**, the Colorado Bureau of Investigation has assembled the following relevant statistics:

1. in 2001, there were approximately 386,000 registered sex offenders in the United States;

2. approximately 95% of sex offenders in the U.S. are under correctional supervision in the community;
3. at least half of convicted child molesters report that they also have been sexually assaulted as a child;
4. over 80% of convicted adult rapists report that they have molested children;
5. approximately one-third of sex offenders report assaulting both males and females;
6. research shows that most convicted sex offenders have committed many, many assaults before they are caught;
7. most sex offenders report that they have committed multiple types of sexual assault (sexual assault crimes include exhibitionism, voyeurism, oral sex, vaginal penetration, attempted penetration, fondling, and incest);
8. over two-thirds of offenders who reported committing incest also said they assaulted victims outside the family;
9. studies of victims have found that less than 16% of sex crimes are reported to law enforcement;
10. young victims who know or are related to the perpetrator are least likely to report the crime to authorities;
11. most offenders commit multiple crimes against multiple types of victims with whom they have varying types of relationships (adults, children, male, female, known and unknown);
12. sex offenders rarely commit a single type of offense;
13. sex offenders usually do not commit their crimes impulsively, they usually carefully plan their crimes; and

**WHEREAS**, the City of Princeton, Texas is a family-oriented community which highly values its children and is a place that families with young children find highly desirable; and

**WHEREAS**, the City of Princeton, Texas desires to ensure that the citizens of the City of Princeton are protected from criminal activity to the maximum extent afforded by controlling law in order to advance the public health, safety and welfare, and benefit the citizens of the City of Princeton, Texas to the maximum extent possible;

**WHEREAS**, this Ordinance is enacted under the general home rule and police powers of the City of Princeton, Texas and is not a zoning matter or a land development regulation;

**WHEREAS**, this Ordinance is intended to add provisions to the Princeton Municipal Code which ensure full compatibility and alignment with Texas law, and to refine the City's regulations in other beneficial ways;

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

**Section 1. Recitals Incorporated**

The foregoing recitals are incorporated herein as if set forth in full and constitute findings of the City Council.

**Section 2. Amendment to the Princeton Municipal Code**

In accordance with Chapter 1, Article I, Sec. 1-7 of the Princeton Municipal Code, the following new provision are added to Chapter 46 (Offenses and Miscellaneous Provisions), as a new Article VI (Regulation of Sexual Offenders) to become and be made part of the Princeton Municipal Code, with as set forth below:

**CHAPTER 46 – OFFENSES AND MISCELLANEOUS PROVISIONS**

[ . . . ]

**Sec. 46-85 through 46-90. – Reserved.**

**ARTICLE VI REGULATION OF SEXUAL OFFENDERS**

**Sec. 46-91. - Purpose, intent**

The City Council of the City of Princeton finds that persons who are required to register as a sex offender under V.T.C.A., Texas Code of Criminal Procedure, Chapter 62, present an extreme threat to the health, safety and welfare of children. It is the intent of this article to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by creating areas around locations where children regularly congregate in concentrated numbers wherein certain registered sex offenders are prohibited from loitering or prohibited from establishing temporary or permanent residency.

**Sec. 46.92- Definitions**

For the purposes of this article, the following terms, words and the derivations thereof

shall have the meaning given herein unless the context clearly indicates a different meaning.

Sex offender means an individual who has been convicted of or placed on deferred adjudication for a sexual offense for which the individual is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure.

Permanent residence means a place where the person abides, lodges or resides for 14 or more consecutive days, but does not include a jail, prison, juvenile facility or other correctional institution.

Temporary residence means a place where a person abides, lodges or resides for a period of 14 or more days in the aggregate, during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence, but does not include a jail, prison, juvenile facility or other correctional institution.

Child or Children means any person(s) under the age of 17.

Child care facility. A family day care home which provides regular care to no more than four children under 14 years of age, excluding children related to the caretaker, and provides care after school hours for not more than six additional elementary school children, but the total number of children, including those related to the caretaker, shall not exceed 12 at any given time.

Child care institution. A commercial day care center that provides regular care to any number of adults or children for less than 24 hours a day.

Child safety zone means premises where children commonly gather. The term includes, but is not limited to, facilities that regularly hold events primarily for children, such as public parks, private and public schools, school bus stops, public libraries, amusement arcades, video arcade facilities, indoor and outdoor amusement centers, amusement parks, public or commercial and semi-private swimming pools or playgrounds, child care facilities, child care institutions, public or private youth soccer, baseball or other sports fields/facilities, crisis centers or shelters, skate parks or rinks, public or private youth centers, movie theaters, bowling allies, scouting facilities, city recreation areas, and offices for child protective services.

Database means the Texas Department of Public Safety's Sex Offender Database or the sex offender registration files maintained by the sex offender registration officer of the Princeton Police Department.

Loiter means standing, sitting idly, lingering, and/or traveling indolently and with frequent pauses in an area, whether or not the person is in a vehicle or remaining in or around an area.

Park means any of the following:



A. Any land, including improvements to the land that is administered, operated or managed by the City of Princeton or a homeowners' association for the use of the general public as a recreational area.

B. City recreational areas include, but are not limited to, conservation area, jogging trail, hiking trail, bicycle trail, recreational center, water park, swimming pool, soccer field or baseball field.

Place where children regularly congregate. Same as child safety zone.

Playground, premises, school, and youth center all have the meanings assigned by Section 481.134 of the Texas Health & Safety Code (as amended).

Public way means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, shopping centers, parking lots, transportation facilities, restaurants, shops and similar areas that are open to the use of the public.

School bus stop means any area designated by the Princeton Independent School District as a school bus stop for the purpose of boarding and debarking from a school bus.

Video arcade facility has the meanings assigned by Section 481.134 of the Texas Health & Safety Code (as amended).

#### **Sec. 46-93.- Sex offender prohibition**

(1) It is an offense for a sex offender to establish a permanent residence or temporary residence within 1,000 feet of any boundary of the real property comprising a child safety zone.

(2) It is an offense for a sex offender to enter a child safety zone outside of a public way.

(3) It is an offense for a sex offender to loiter on a public way within 300 feet of a child safety zone.

#### **Sec. 46-94.- Property owners prohibited from renting real property to registered sex offenders**

It is unlawful to let or rent any real property, place, structure or part thereof, manufactured home, trailer, or any other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this article, if such real property, place, structure, or part thereof, manufactured home, trailer, or other conveyance is located within 1,000 feet of a child safety zone.

**Sec. 46-95.- Evidentiary matters**

(1) If a sex offender that is prohibited from being in a child safety zone is found in a child safety zone by a police officer, the sex offender is subject to punishment in accordance with this article.

(2) It shall be prima facie evidence that this article applies to such a person if that person's record appears in/on a sex offender registry database maintained by the State of Texas.

(3) For purposes of determining the minimum distance separation for compliance with this ordinance, the requirement shall be measured by following a straight line from the nearest point on the property lot line of the permanent or temporary residence at issue to the nearest boundary of the child safety zone, as defined herein.

(5) In the case of multiple residences on one property, measuring from the nearest property line of the residences to the nearest property line of the school, child care facility, child care institution, park or playground or other place where children regularly congregate.

(6) In cases of a dispute over measured distances, it shall be the burden of the person(s) challenging the city's measurement to prove otherwise.

(7) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this article.

**Sec. 46-96. - Exemptions**

(1) The permanent and temporary residency restrictions established under this article do not apply to a person required to register in/on the database if the person established the permanent residence or temporary residence prior to the adoption of this article, such residency has been consistently maintained and the person has complied with all of the sex offender registration laws of the State of Texas, if the person complies with the exemption application requirements established in this article.

(2) The permanent and temporary residency restrictions established under this article do not apply if the person established the permanent or temporary residence, complied with all sex offender registration laws of the State of Texas, and maintained residency continuously prior to the establishment of the land use resulting in a child safety zone being within 1,000 feet of the person's residence.

(3) The permanent and temporary residency restrictions and loitering restrictions established under this article do not apply to a person if the information on/in the database regarding such person is incorrect, and, if corrected, this article would not apply to the person who was erroneously listed on/in the database.

(4) The permanent residency restrictions established under this article do not apply to a person required to register that is under 18 years of age or a ward under a

guardianship, who permanently and continuously resides with a parent or guardian.

(5) The permanent and temporary residency restrictions and loitering restrictions established under this article do not apply to a person required to register if the person has been exempted by a court order from registration as a sex offender under Chapter 62, Texas Code of Criminal Procedure.

(6) The permanent and temporary residency restrictions and loitering restrictions established under this article do not apply to a person required to register if the person has had the offense for which the sex offender registration was required reversed on appeal or pardoned.

(7) The permanent and temporary residency restrictions and loitering restrictions established under this article do not apply to a person if the person's duty to register on/in the database has expired.

(8) Nothing in this article shall require any person to sell or otherwise dispose of any real estate or home acquired or owned prior to the conviction of the person as a sex offender.

#### **Sec. 46-97.- Affirmative Defenses**

It is an affirmative defense to prosecution under this article that the registered sex offender was in, on, or within a prohibited distance of a child safety zone for a legitimate purpose, including transportation of a child that the registered sex offender is legally permitted to be with, transportation to and from work, and other work-related purposes.

#### **Sec. 46-98.- Procedures to Apply for Exemption**

- (1) A registered sex offender may apply for an exemption from this article if and only if the person established residency in a residence located within the prohibited proximity to a child safety zone before the date the ordinance was adopted.
- (2) An application form for an exemption can be obtained from the city's police department during regular business hours. To qualify for an exemption, the application form must be fully completed and accompanied by the following related documentation:
  - (a) A copy of a current and valid government-issued picture identification card for the applicant;
  - (b) A copy of all final judgments which required the applicant to be listed on the sex offender registry;
  - (c) A copy of all court orders, probation rules/restrictions, parole rules/restrictions, community supervision rules/restrictions, plea agreements, deferred prosecution/adjudication/disposition terms, and any other documents imposing limitations of any kind on the activities or residence of the applicant during the time period that the applicant is required to be listed on the sex offender registry;

- (d) A comprehensive and detailed list of all areas for which the applicant seeks an exemption from this ordinance;
  - (e) An aerial or satellite photograph of the residence for which the exemption is requested depicting an area of no less than 1,500 feet in all directions from the residence;
  - (f) Documentation evidencing the date on which the applicant established residency in the place at issue;
  - (g) A notarized statement, or other document sworn under penalty of perjury, declaring that all representations made by the applicant in the application form or accompanying materials are true and correct.
- (3) Upon receipt of an application and supporting documentation, the police department's designee shall review the contents for accuracy and completeness, in consultation with the city attorney. Incomplete applications shall be denied.
- (4) The police department's designee shall issue a written determination of approval or denial of the application for an exemption under this subsection once verification of the supplied information is complete. A denial of an exemption application may be appealed by the applicant if a written appeal is submitted to the police chief within 5 business days from the day the denial was issued. The decision of the police chief regarding an appeal shall be final.
- (5) If an exemption is approved, the city shall issue to the applicant a written exemption letter which shall specifically identify all areas necessary for the registered sex offender to have access to and to live in the residence. The exemption shall only be applicable to the areas identified in the city's written exemption letter. The exemption letter shall only remain valid for the period the registered sex offender maintains residency in the residence. An exemption granted under this subsection shall only be effective during the period of time the sex offender maintains residency in the residence.

#### **Sec. 46-99.- Penalties**

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and upon conviction thereof may be fined an amount not to exceed \$2,000.00 or the maximum penalty permissible under Texas law, whichever is less. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

(Ord. \_\_\_\_\_, adopted \_\_/\_\_/2021)

### **Section 3. Repeal Provision**

All parts of any other ordinance in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

#### **Section 4. Severance**

If any part of this Ordinance is for any reason found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, all other parts nevertheless shall remain valid, legal, and enforceable.

#### **Section 5. Effective Date**

This Ordinance shall be effective upon the posting and/or publication of its caption as required by law and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED by the City Council of the City of Princeton, Texas, by a majority vote of its members on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary, Tabatha Monk

\_\_\_\_\_  
Mayor, Brianna Chacón

## Legal Q&A

By Christy Drake-Adams, Asst General Counsel

### **Q: Are there state laws that restrict where sex offenders may reside?**

**A:** Yes. Various state laws restrict where a sex offender may reside. For instance, a bill recently adopted by the legislature prohibits a registered sex offender from residing on the campus of a public or private institution of higher education unless: (1) the offender is assigned a risk level of one (the Texas Department of Public Safety determines the level of risk of each offender subject to registration); and (2) the institution approves the person to reside on the campus. Tex. H.B. 355, 85th Leg., R.S. (2017) (to be codified at TEX. CODE CRIM. PRO. art. 62.064).

The “child safety zone statutes” also have the effect of restricting where a sex offender may reside. Under these statutes, a parole panel must establish a child safety zone in certain circumstances when the panel determines that a person younger than 17 years of age was the victim of a sex-related offense. TEX. GOV’T CODE § 508.187. That means, as one condition of parole or mandatory supervision, a releasee may not go in, on, or within a distance specified by the panel of premises where children commonly gather, including a school, day-care facility, playground, public or private youth center, public swimming pool, or video arcade facility. *Id.*; *see also id.* § 508.225 (giving the parole panel the discretion to establish a child safety zone for certain other inmates).

### **Q: May a home rule city adopt an ordinance restricting where sex offenders may reside within the city?**

**A:** The authority of a home rule city to adopt a sex offender residency restriction ordinance (SORRO) was acknowledged in a March 2007 Texas attorney general opinion. Tex. Att’y Gen. Op. No. GA-0526 (2007). The opinion concluded that because the SORRO (as described in the opinion) was not inconsistent with, but rather complimentary to, the child safety zone statutes, state law did not preempt the ordinance. *Id.* at 3-4. The attorney general declined to consider possible challenges to such ordinances on state or federal constitutional grounds, citing the fact-sensitive nature of such arguments. *Id.* at 5-6.

### **Q: May a general law city adopt an ordinance restricting where sex offenders may reside within the city?**

**A:** Yes. The legislature recently passed a bill expressly authorizing a general law city to adopt a SORRO. Tex. H.B. 1111, 85th Leg., R.S. (2017) (to be codified at TEX. LOC. GOV’T CODE § 341.906). It provides that:

- (1) the city council of a general law city by ordinance may restrict a registered sex offender from going in, on, or within a specified distance of a child safety zone in the city;
- (2) the specified distance in the ordinance may be no more than 1,000 feet;
- (3) a “child safety zone” is defined as premises where children commonly gather, including a school, day-care facility, playground, public or private youth center, public swimming

pool, video arcade facility, or other facility that regularly holds events primarily for children, but excluding a church;

- (4) it is an affirmative defense to prosecution of an offense under the ordinance that the registered sex offender is in, on, or within a specified distance of a child safety zone for a legitimate purpose, including transportation of a child that the registered sex offender is legally permitted to be with, transportation to and from work, and other work-related purposes;
- (5) the ordinance must provide procedures for a registered sex offender to apply for an exemption from the ordinance; and
- (6) the ordinance must exempt a registered sex offender who established residency in a residence located within the specified distance of a child safety zone before the date the ordinance is adopted.

House Bill 1111 does not become effective until September 1, 2017. Any general law city that has adopted a SORRO should work with local legal counsel to review the ordinance and make sure it conforms to the requirements of House Bill 1111 prior to September 1.

**Q: Was a general law city authorized to adopt an ordinance restricting where sex offenders may reside within the city prior to the passage of House Bill 1111?**

**A:** It depends on who you ask. The attorney general opinion that concluded a home rule city could adopt a SORRO also concluded that a general law city did not have authority to adopt such an ordinance. Tex. Att’y Gen. Op. No. GA-0526 (2007) at 1-2. Despite the attorney general opinion, some general law cities continued to place residency restrictions on offenders, arguing that: (1) the attorney general opinion (which is only advisory in nature) is incomplete in its analysis; and (2) a general law city’s authority to regulate for the safety and welfare of its residents authorizes a SORRO.

In November 2015, an organization called the Texas Voices for Reason and Justice (TVRJ) sent letters to 46 general law cities that had passed SORROs. TVRJ demanded that the cities repeal their ordinance or they would be sued. As promised, TVRJ sued several cities that chose not to repeal their ordinance. The League has written several articles on the status of those cases, none of which have addressed the fundamental legal question of whether a general law city may adopt a SORRO. *See, e.g.,* TEX. MUN. LEAGUE, GENERAL LAW SEX OFFENDER REGULATION UPDATE (May 26, 2017), [https://www.tml.org/legis\\_updates/general-law-sex-offender-regulation-update](https://www.tml.org/legis_updates/general-law-sex-offender-regulation-update). To the extent any of these cases are pending in the courts, they may be rendered moot with the passage of House Bill 1111.

**Q: How many Texas cities have imposed residency restrictions on registered sex offenders?**

**A:** An informal survey conducted by the League in August 2015 revealed that 64 Texas cities had adopted a SORRO.

**Q: Other than the lawsuits brought by TVRJ, have any Texas SORROs been challenged?**

A: Yes. In 2008, the City of Commerce was sued in federal court. *John Doe 7 v. City of Commerce*, No. 3-08CV0324 (N.D. Tex. filed Feb. 2, 2008). The plaintiff in that case challenged the ordinance on the grounds that it: (1) was unconstitutionally vague; (2) violated the *ex post facto* clause of the United States Constitution; (3) violated the substantive due process clause of the Fifth Amendment to the United States Constitution; and (4) impaired the sex offender's property rights. Ultimately, the parties settled the case; the case was dismissed in 2010 as a result of the settlement.

In a more recent case, a registered sex offender and his family (the Duartes) brought a Section 1983 action against the City of Lewisville arguing that the city's SORRO was unconstitutional. The district court granted summary judgment in favor of the city. The Duartes appealed, challenging the grant of summary judgment with respect to their procedural due process and equal protection claims. The Fifth Circuit recently affirmed that decision. *Duarte v. City of Lewisville*, No. 15-41456, 2017 W.L. 2332540 (5th Cir. May 30, 2017).

Duarte was convicted of online solicitation of a minor. After his release from prison he returned to the City of Lewisville where his wife and children were residing. In addition to registering annually with the Texas Department of Public Safety, Duarte had to comply with the city's ordinance, which prohibits registered sex offenders from residing within 1,500 feet of "premises where children commonly gather."

In regard to the due process claim, Duarte argued he had a constitutionally-protected liberty interest to reside in the location of his choice and that due process required the city hold a hearing to determine his current dangerousness. The Fifth Circuit held that even if he had such a liberty interest "the absence of an additional hearing [other than the hearing at which he was convicted of online solicitation] allowing Duarte to contest current dangerousness does not offend the principles of procedural due process." *Id.* at \*2. Likewise, the ordinance does not deprive the Duarte family collectively of a constitutionally-protected liberty interest in "family consortium" without procedural due process.

The Duartes equal protection claim involved a challenge of the ordinance's differing treatment of child sex offenders subject to state-imposed community supervision versus child sex offenders who are not. The magistrate judge determined that this classification was subject to rational basis review and the Duartes did not object to that conclusion. The city argued the classification amounts to legislative deference to an existing court order and seeks to avoid conflicting orders. The Fifth Circuit held the challenged classification furthered a legitimate state interest. Thus, the ordinance did not violate the Equal Protection Clause. *Id.* at \*3-4.

**Q: Are sex offenders required to notify a city when they move to the city?**

A: Yes. In 1991, Texas enacted the Sex Offender Registration Program (SORP), codified at Chapter 62 of the Texas Code of Criminal Procedure. Under the SORP, sex offenders who are required to register under state law must either register or verify their registration with the city police department in any city where the offender intends to live for more than seven days. TEX. CODE CRIM. PRO. art. 62.051(a). There is the possibility of dual registration because offenders must also register in any city where they spend more than 48 consecutive hours at least three



times per month. *Id.* art. 62.059. The registration form includes, among other things, the offender's name, date of birth, physical characteristics, social security number, driver's license number, address, photo, and type of offense. *Id.* art. 62.051(c).

**Q: Is a city police department required to notify anyone when a sex offender moves to the city?**

**A:** Yes, there are various laws that require a city police department give notice to certain entities that a sex offender has moved to the city. For example, not later than the third day after a person registers, the police department must send a copy of the registration to the Texas Department of Public Safety and, if the offender resides on the campus of a public or private institution of higher education, to campus security. *Id.* art. 62.051(e). Under certain circumstances, the police department must also notify the superintendent of a public school district and the administrator of a private primary or secondary school located in the public school district that a registered sex offender has moved into the district. *Id.* art. 62.053(e).

In addition to being required to notify certain entities, a police department has the discretion to notify the general public that a sex offender has moved to the city if the offender has been assigned a numeric risk level of three. *Id.* art. 62.056(d). This notice may be provided in any manner determined appropriate, including publishing notice in a newspaper, holding a neighborhood meeting, posting notices in the area where the offender will reside, distributing printed notices to area residents, or establishing a specialized local website. *Id.*

**DEFENDER SUPPLY™**

Argyle, TX 76226

<b>Date</b>	6/7/2021
<b>Estimate #</b>	31329
<b>Estimate By</b>	Matt Knight
	matt@defendersupply.com
	903-771-1962



<b>Bill To</b>	<b>Customer Contact</b>	
Enterprise - Princeton Alex Westmoreland	<b>Customer Phone</b>	214-404-0745
	<b>Customer E-mail</b>	alex.westmoreland@efleets.com

	Vehicle Base Color - Black	
Description		Location
2021 Chevrolet Tahoe 9C1		
Defender Supply TAHOE Driver Side Spot Light with LED Bulb. Includes Installation.		
Defender Supply TAHOE Marked Patrol Base Package		
<ul style="list-style-type: none"> <li>- Whelen 54" Legacy WeCanX DUO Lightbar with Integrated Traffic Advisor and Full Across Take Down/Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise, Photo Cell Daylight Sensing, Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit.</li> <li>- Core Controller, SYNC Module, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard.</li> <li>- Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 1 on Each Side with 45° Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.</li> <li>- 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.</li> <li>- 1 Front Cabin and 1 Cargo Area Dome Light.</li> <li>- Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Mic Clips.</li> <li>- Defender Supply Wiring Harnesses, Power Distribution Block and Battery Management System.</li> <li>- Includes Installation.</li> </ul>		
Defender Supply TAHOE Mirror Lighting Package 2 - Includes Two Tri Color Super LED Light Heads Mounted on Front of Mirror, Defender Supply Mirror Wire Harness. Includes Installation.		
*** Delete expansion module if duplicated from side mirror group or running board group ***		

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle & Emergency Equipment Total**

Signature

**DEFENDER SUPPLY™**

Argyle, TX 76226

<b>Date</b>	6/7/2021
<b>Estimate #</b>	31329
<b>Estimate By</b>	Matt Knight
	matt@defendersupply.com
	903-771-1962



<b>Bill To</b>
Enterprise - Princeton Alex Westmoreland

<b>Customer Contact</b>	
<b>Customer Phone</b>	214-404-0745
<b>Customer E-mail</b>	alex.westmoreland@efleets.com

	Vehicle Base Color - Black
<b>Description</b>	<b>Location</b>
Defender Supply TAHOE Traffic Advisor Package	
- 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. ...	
- 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.	
Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.	
Havis Universal Laptop Mount for Dell 14 rugged 5414	
Defender Supply TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.	
Defender Supply TAHOE Cargo Barrier with Mesh Window, Plastic Prisoner Seat with Center Pull Seat Belt System. Includes Shipping and Installation.	
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.	
Defender Supply TAHOE Steel Window Guards . Includes Shipping and Installation.	
Defender Supply TAHOE Prisoner Door Panels. Includes Shipping and Installation.	
Stalker Patrol - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote and Universal Brackets. Includes Installation.	
WatchGuard VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with Integrated 200GB Automotive Grade Hard Drive, ZSL Camera, 16GB USB Removable Thumb Drive, Rear Facing Cabin Camera, GPS for Speed & Location, Hardware, Cabling and Vehicle Mounting Bracket. Also Includes the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 Hours Continuous HD Voice and Video Recording, One Camera Mount, 32 GB of Storage, Wi-Fi Docking Base, Power Over Ethernet Smart Switch (1 YEAR OF WARRANTY INCLUDED). Includes Installation.	

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**Vehicle & Emergency Equipment Total**

Signature

**DEFENDER SUPPLY™**

Argyle, TX 76226

<b>Date</b>	6/7/2021
<b>Estimate #</b>	31329
<b>Estimate By</b>	Matt Knight
	matt@defendersupply.com
	903-771-1962



<b>Bill To</b>
Enterprise - Princeton Alex Westmoreland

<b>Customer Contact</b>	
<b>Customer Phone</b>	214-404-0745
<b>Customer E-mail</b>	alex.westmoreland@efleets.com

	Vehicle Base Color - Black
<b>Description</b>	<b>Location</b>
Defender Supply Two-Way (VHF) Radio Antenna and Coaxial Cable. Includes Installation. ***Replace TE-MAX-PCTCN1520 with Different Antenna if Needed***	
Professional Design & Installation of Graphics for Customer's Department by Defender Supply - Signs Direct	
Defender Supply TAHOE Premium Single Drawer Storage Box. Includes Shipping and Installation.	
APX6500 MOTOROLA APX6500 MOBILE MODEL M25URS9PW1AN WITH 05 HEAD AND DASH MOUNT CONFIGURATION P25 DIGITAL TYPE 2 FLASHCODE TO INCLUDE: RADIO MICROPHONE SPEAKER ACCY CONNECTOR POWER CABLE MOUNTING BRACKET  W/ PROGRAMMING	
Smith & Wesson M&P 15 Sport II 5.56mm 16" Barrel	
WIN10 PRO, INTEL CORE I7-8665U 1.9GHZ, VPRO, 14.0" FHD 1000 NIT GLOVED MULTI TOUCH, 512GB SSD, 16GB, INTEL WI-FI, BLUETOOTH, TPM 2.0, 4G LTE BAND 14 (EM7511), DGPS, DUAL PASS (CH1:DGPS/CH2:WWAN), INFRARED WEBCAM, EMISSIVE BACKLIT KEYBOARD, INSERTABLE SMARTCARD, DVD, FLAT	
Window Tint - For Two Front Windows	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle & Emergency Equipment Total**

Signature



<b>Date</b>	6/7/2021
<b>Estimate #</b>	31329
<b>Estimate By</b>	Matt Knight matt@defendersupply.com 903-771-1962



Bill To
Enterprise - Princeton Alex Westmoreland

<b>Customer Contact</b>	
<b>Customer Phone</b>	214-404-0745
<b>Customer E-mail</b>	alex.westmoreland@efleets.com

	Vehicle Base Color - Black
Description	Location
NO CUSTOMER SUPPLIED EQUIPMENT TO INSTALL	
Customer Warranty and Goodwill Allocation	
Wash and Prepare Vehicle for Delivery to Customer	
Texas Government or Municipality - No Sales Tax	

<b>Vehicle &amp; Emergency Equipment Total</b>	<b>\$35,293.61</b>
--	--------------------

Signature \_\_\_\_\_

**Prepared For:** City of Princeton  
Prigmore, Carron

**Date** 06/09/2021  
**AE/AM** DW6/UFP

**Unit #**

**Year** 2021 **Make** Chevrolet **Model** Tahoe

**Series** Police Vehicle 4x2

**Vehicle Order Type** In-Stock **Term** 36 **State** TX **Customer#** 593667

\$ 74,944.56	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	License and Certain Other Charges <u>6.2500%</u> <b>State</b> <u>TX</u>
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 17,646.80 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

**Driver Name**

**Exterior Color** (0 P) Black

**Interior Color** (0 I) Jet Black w/Cloth Seat Trim

**Lic. Plate Type** Unknown

**GVWR** 0

\$ 57,297.76	Total Capitalized Amount (Delivered Price)
\$ 1,346.50	Depreciation Reserve @ <u>2.3500%</u>
\$ 220.49	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 1,566.99</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0550 Per Mile

# Tires 1 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 0.00 Use Tax 0.0000%

**State**

**\$ 1,566.99 Total Monthly Rental Including Additional Services**

\$ 8,823.76 Reduced Book Value at 36 Months

\$ 395.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 25,000

(Current market and vehicle conditions may also affect value of vehicle)

(<sup>3</sup>Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of Princeton

**BY** **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 2	C	\$ 35,293.61
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 35,293.61
Aftermarket Equipment Total		\$ 35,293.61

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00

## VEHICLE INFORMATION:

2021 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC10706

## Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,691.8	\$48,300.00
Total Options	\$-3,280.55	\$-3,605.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$44,106.25</b>	<b>\$46,390.00</b>

## SELECTED COLOR:

Exterior: GBA-(0 P) Black  
Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$-3,913.00	\$-4,300.00
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C5Z	GVWR: 7,200 lbs (3,266 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MQC	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PQA	1FL Safety Package	\$359.45	\$395.00
PXT	Wheels: 20" x 9" Steel	Included	Included
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STD TM	Cloth Seat Trim	STD	STD
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7_	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
XCS	Tires: P275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD



## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Running Boards: running boards  
Skid Plates: skid plates  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Rear Step Bumper: rear step bumper  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch  
Grille: black w/chrome surround grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Rear Air Conditioning: rear air conditioning with separate controls  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Keyless Open and Start proximity key  
Interior Lock Disable: interior lock disable  
Remote Engine Start: remote engine start - keyfob  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: mini overhead console  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Front Underseat Storage Tray: locking front underseat storage tray  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 3 12V DC power outlets  
AC Power Outlet: 1 120V AC power outlet

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: 4G LTE Wi-Fi Hotspot capable internet access  
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers  
Front Windshield Visor Strip: front windshield visor strip  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster

Rear Window: flip-up rear windshield  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: Rear Park Assist rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Front Pedestrian Braking: pedestrian detection  
Following Distance Indicator: following distance alert  
Forward Collision Alert: forward collision  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: DuraLife four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: PASS-Key III immobilizer  
Security System: security system  
Panic Alarm: panic alarm

Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 2-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear manual reclining 60-40 split-bench seat  
Rear Folding Position: rear seat tumble forward  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: cloth front and rear seat upholstery  
Door Trim Insert: vinyl door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

## AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Princeton ("Lessee").

### WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 12th day of Jul, 2019, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2021	Chevrolet	Tahoe	5023528

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

City of Princeton ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By **Tom Dolan** Digitally signed by Tom Dolan  
 Title: Fleet Management AVP

By \_\_\_\_\_  
 Title: \_\_\_\_\_