

**NOTICE OF REGULAR MEETING CITY COUNCIL MEETING AND AGENDA**  
**THE CITY OF PRINCETON, TEXAS**  
**July 12, 2021**

The City Council of the City of Princeton will meet in Regular Meeting Session on July 12, 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**

**CITIZENS 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 June 28, 2021  
Regular City Council Meeting.

[CC Minutes 06-28-21.doc](#)

**Resolution 2021-07-12-R-1 (Interlocal Agreement -City of Plano)**

Discussion and possible action regarding Resolution No. 2021-07-12-R-1 a resolution of the City Council of the City of Princeton, Texas approving the execution of a cooperative purchasing interlocal agreement with the City of Plano, Texas, Providing for participation in a cooperative purchasing program for goods and services; designating the City Manager as official representative of the City of Princeton relating to the program

[Resolution - Plano Purchasing ILA C14004D20210709DO1.pdf](#)

**REGULAR AGENDA**

**2021- Proclamation**

- 151 Presentation of a Proclamation honoring the month of July as Park and Recreation Month.

[Park-and-Rec-Month \(2021\).docx](#)

**2021- Donation - Princeton Chamber of Commerce**

- 152 Presentation of a donation from the Princeton Chamber of Commerce to the Princeton Police Department from proceeds made at the Chamber of Commerce annual golf tournament.

**2021- Princeton Chamber of Commerce**

- 153 Discussion and possible action regarding the Princeton Relocation Guide/Membership Directory presented by Princeton Chamber of Commerce, Christi Houston, as requested by Mayor Chacon.

**2021- Project Presentation**

- 154 Presentation and discussion regarding the Laguna Sicily Project by Megatel Homes.

**2021- Ordinance 2021-07-12 (Amending City Regulations)**

- 155 Discussion and potential action on Ordinance 2021-07-12, amending City regulation regarding park use and special event permits.

[Princeton Ordinance 2021-07-12 Special events and parks.docx](#)

**2021- Development Agreement (Monticello Park Phases 3 & 4)**

- 156 Discussion and possible action regarding a development agreement between the City of Princeton and Arroyo Cap II-2, LLC specifying the terms for the annexation & land use regulations for approximately 62 acres of land to be known as Monticello Park Phases 3 & 4.

[Development Agreement - Monticello Park - DS 7.9.2021.pdf](#)

**2021- Future Agenda Items**

- 157 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.

- 1) Confer with legal counsel regarding special event permit regulations.

#### **ACTION PERTAINING TO EXECUTIVE SESSION**

#### **REPORT AGENDA - CITY MANAGER**

- 1) Next Regular City Council Meeting, Monday, July 26, 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 June 28, 2021

The City Council of the City of Princeton, Texas, met in Regular Session on June 28, 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 Secretary Tabatha Monk, Director of Development Services Shawn Fort, Director of Community Engagement Tenishea Turner, Lieutenant Rodriguez and Sargent Cabrera.

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.**

Wes Brown led the invocation.

Mayor **Chacon** then announced the Pledge of Allegiance.

Mayor **Chacon** then announced Citizen Appearance: John Kusterbeck 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 June 14, 2021

Regular City Council Meeting; Discussion and possible action regarding an Interlocal Agreement between the City of Princeton and Collin County for FY22 Animal Control Services; Discussion and possible action regarding an Interlocal Agreement between the City of Princeton and Collin County for FY22 Facility Construction and use of an Animal Shelter in Collin County; FP20200759-Discussion and possible action regarding a request from D.R. Horton – Texas LTD. for final plat approval of a 28.544-acre tract of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas; FP20191509-Discussion and possible action regarding a request from Lennar Homes of Texas Land and Construction, Ltd. for final plat approval of a 13.015 acre tract of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas; PL20211321-Discussion and possible action regarding a request from Peoples Bank for preliminary plat approval of proposed Lot 3, Block “B” Princeton Crossroads Subdivision located in the John Snyder Survey, Abstract No. 865, Princeton, Texas; Discussion and possible action regarding Resolution 2021-07-08-R, authorizing a property sale to Texas Star Pharmaceuticals in the Economic Development Corporation (EDC), Bois 'D' Arc Professional Park; Discussion and possible action regarding Resolution 2021-06-28-R-02, authorizing the Economic Development Corporation (EDC), to undertake a project to develop a City wide communication plan; Discussion and possible action regarding Resolution 2021-06-28-R-04, a grant application submittal to Collin County for the construction of Municipal Park Trails. Mayor Pro-Tempore **Deffibaugh made a motion to approve the Consent Agenda.** Councilmember **Kleiber seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Chacon** then announced the first item under the Regular Agenda: **(2021-138 Public Hearing (Oncor Specific Use Permit):** “Conduct a second public hearing regarding request from Oncor, for Specific Use Permit approval of 4.009-acre tract, land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas.”

**Mayor Chacon opened the public hearing at 6:39 p.m.**

**Mayor Chacon closed the public hearing at 6:39 p.m.**

Mayor **Chacon** then announced the second item under the Regular Agenda: **(2021-139 Public Hearing (Forest Park Zoning):** “Conduct a second public hearing regarding a request from M/I Homes of DFW, LLC for a zone map amendment from AG to PD-23 Planned Development 23 for property being a 52.467-acre tract of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas.”

**Mayor Chacon opened the public hearing at 6:40 p.m.**

**Mayor Chacon closed the public hearing at 6:40 p.m.**

Mayor **Chacon** then announced the third item under the Regular Agenda: **(2021-140 Parks Project):** “Discussion and possible action regarding the Parks Project Priority List.” Councilmember **Washington made a motion to approve approaching CDC on this item.** Councilmember **Underwood seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Chacon** then announced the fourth item under the Regular Agenda: **(2021-141 Roadway Project):** “Discussion and possible action regarding the Roadway Project List.” Mayor Pro – Tempore **Deffibaugh made a motion to move forward on the Roadway Project.** Councilmember **Robertson seconded the motion.** The **motion**

**carried unanimously.**

Mayor **Chacon** then announced the fifth item under the Regular Agenda **(2021-142 Resolution 2021-06-28-R-03 (Certificate of obligation):** “Consider Resolution 2021-06-28-R-03, directing publication of notice of intention to issue combination tax and revenue certificates of obligation.” Mayor Pro-Tempore **Deffibaugh 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 **(2021-143 Ordinance No. 2021-06-28-01 (Oncor Specific Use Permit):** “SUP20211026-Discussion and possible action regarding Ordinance 2021-06-28-01 An ordinance of the City of Princeton, Texas, Amending the zoning map of the City of Princeton by approving a specific use permit for certain property a 4.009 acre tract of land in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas; providing a repealer clause; and providing an effective date.” Councilmember **Robertson made a motion to approve.** Councilmember **Underwood seconded the motion.** The **motion carried unanimously.**

Mayor **Chacon** then announced the seventh item under the Regular Agenda **(2021-144 Ordinance No. 2021-06-28-02 (Forest Park Zoning):** “ZA20210120-Discussion and possible action regarding Ordinance 2021-06-28-02, of the City of Princeton amending the Comprehensive zoning ordinance number 2016-01-25-01 of the City of Princeton, From "AG" Agricultural to "PD 23" Planned Development 23, on a portion of the Hardin Wright Survey, Abstract No.957; repealling all conflicting ordinances; providing a severability clause; providing for a penalty; and providing an effective date.”

Mayor Pro-Tempore **Deffibaugh made a motion to approve.** Councilmember Kleiber **seconded the motion.** The **motion carried unanimously.**

Mayor **Chacon** then announced the eighth item under the Regular Agenda **(2021-145 Resolution No. 2021-06-28-R-05 (Municipal Park Phase 1B):** “Discussion and possible action regarding a Resolution 2021-06-28-R-05, of the City of Princeton, Texas, establishing the funding for the construction of phase 1B of the Municipal Center Park facilities and related sitework, and authorizing the City Manager to execute the contract.” Mayor Pro-Tempore **Deffibaugh made a motion to approve.**

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

Mayor **Chacon** then announced the ninth item under the Regular Agenda **(2021-146 EDC/CDC Project Updates:** “Update and discussion regarding Princeton Relocation Guide/Membership Directory as well as other Economic Development Corporation (EDC) and Community Development Corporation (CDC) Projects, presented by Sherry Campbell, EDC President, Steve Deffibaugh, CDC President and Christi Houston, Princeton Chamber of Commerce, as requested by Councilmember Kleiber.” No action taken.

Mayor **Chacon** then announced the tenth item under the Regular Agenda **(2021-147 Crossroads Development Update:** “Update and discussion regarding the Crossroads Development Update as requested by Councilmember Kleiber.” No action taken.

Mayor **Chacon** then announced the eleventh item under the Regular Agenda **(2021-148 Loose Animals:** “Discussion and possible action regarding loose animals in the



City of Princeton, as requested by Councilmember Underwood.” No action taken.

Mayor **Chacon** then announced the twelfth item under the Regular Agenda **(2021-149 Brookside)**: “Discussion and possible action regarding speeding in Brookside Development, as requested by Mayor Chacon.” No action taken.

Mayor **Chacon** then announced the thirteenth item under the Regular Agenda **(2021-150 Future Agenda Items)**: “Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.” Mayor **Chacon** request the **Chamber Relocation Guide/Membership Directory** be on the next agenda.

Mayor **Chacon** announced no Executive Session.

Mayor **Chacon** then announced the Report Agenda: City Manager: **Derek Borg** spoke on the following items: Next Regular City Council Meeting, Monday, July 12, 2021 @ 6:30 p.m.; Fire Station #3 Opening & Apparatus Push-In Ceremony, Friday, July 9th @10:00 a.m. 1100 Myrick Lane, Princeton, TX.

Mayor **Chacon** then announced the City Council reports about items of community interest regarding which no action will be taken: Mayor Pro - Tempore **Deffibaugh** advised the local **Masonic Lodge** will do a leveling ceremony on the opening of **Fire Station #3**.

Mayor **Chacon** asked for a motion of adjournment of the meeting.

Mayor Pro-Tempore **Deffibaugh** made a motion to adjourn. Councilmember **Kleiber** seconded the motion to adjourn. The motion carried unanimously. The meeting adjourned at 7:59 p.m.

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

ATTEST:

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

**CITY OF PRINCETON, TEXAS**

**RESOLUTION NO. 2021-07-12-R01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS APPROVING THE EXECUTION OF A COOPERATIVE PURCHASING INTERLOCAL AGREEMENT WITH THE CITY OF PLANO, TEXAS, PROVIDING FOR PARTICIPATION IN A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CITY MANAGER AS OFFICIAL REPRESENTATIVE OF THE CITY OF PRINCETON RELATING TO THE PROGRAM.**

**WHEREAS**, the City Council of the City of Princeton, Texas (“City Council”), a Type A general law municipality, has learned of an opportunity to participate in an Interlocal Agreement (ILA) by and between the City of Plano and other governmental entities which is compliant with Texas competitive bidding/purchasing requirements (“Plano Purchasing ILA”), and the City Council finds the proposal to be acceptable and in the best interest of the City of Princeton, Texas (“City”) and its citizens; and

**WHEREAS**, the City Council, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the Plano Purchasing ILA, as it is of the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized through collectivized procurement;

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

**Section 1.** The recitals set forth above are incorporated herein for all purposes as if set forth in full.

**Section 2.** The City Council hereby authorizes the City Manager to finalize negotiations with the City of Plano, Texas regarding the Plano Purchasing ILA, and authorizes, ratifies, and approves the City Manager’s execution of same following approval for legal form. The City Manager is hereby designated to act for the City in all matters relating to the Plano Purchasing ILA, including the designation of specific contracts in which the City desires to participate.

**Section 2.** The City Manager is authorized to make purchases through the Plano Purchasing ILA, in accordance with the terms of said agreement and within the parameters of the City’s approved budget. The authority provided under this resolution shall be controlling over any conflicting terms in the City’s purchasing policy. Payments for such purchases shall be made either to the City of Plano, Texas, or directly to the vendor of the goods or services, in accordance with the Plano Purchasing ILA terms.

**Section 3.** This resolution shall take effect immediately from and after its passage and execution by the Mayor, and is accordingly so resolved, and the City Manager is authorized to take other necessary actions to accomplish the objectives set forth in this resolution.

PASSED AND APPROVED by a majority of the City Council of the City of Princeton, Texas this the \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Mayor Brianna Chacón



## Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Princeton; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Princeton recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY Mayor, Brianna Chacon that July is recognized as Park and Recreation Month in the City of Princeton.

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Mayor, Brianna Chacon

ORDINANCE 2021-07-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, AMENDING THE PRINCETON MUNICIPAL CODE, CHAPTER 50 “PARKS AND RECREATION” BY REVISING DEFINITIONS AND NONATHLETIC FACILITY AVAILABILITY, AND CLARIFYING PROHIBITED ACTIVITIES; AND AMENDING CHAPTER 66 “STREETS, SIDEWALKS, AND OTHER PUBLIC PROPERTY” BY ADDING DEFINITIONS, DELETING AN EXCEPTION TO PERMIT REQUIREMENTS, AND ESTABLISHING A CRIMINAL OFFENSE FOR VIOLATIONS OF SPECIAL EVENT PERMIT TERMS; PROVIDING A PENALTY CLAUSE FOR A FINE NOT TO EXCEED \$500; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** This ordinance amends Chapter 50, “Parks and Recreation”, Article I, “In General”, to reflect the changes below to the Princeton Municipal Code, with new language depicted by underline text (example) and deleted language depicted by strikethrough text (~~example~~), to read as follows:

**CHAPTER 50 – PARKS AND RECREATION**

[ ... ]

**ARTICLE I. – IN GENERAL**

**Sec. 50-1.- General.**

- (a) The city operates a park system and provides facilities for recreational activities.
- (b) The city-owned areas that are part of the park system shall be named and designated as follows:

(1) *Veterans Memorial Park.* The park area south of the ~~former~~ city hall and bounded by North Front Street on the north, Woody Drive on the south, Fourth Street on the east, and Third Street on the west shall be known as ~~city~~Veterans Memorial Park. Notwithstanding any other provision of this code, to better ensure its availability for use by the former servicemembers it is intended to honor, the facilities and open spaces of Veterans Memorial Park shall not be reserved for exclusive or special event use by members of the public.

(2) *J.M. Caldwell Sr. Community Park.* The park area to the northwest of the intersection of College Street and Longneck Road and bounded by a fence line on the north, College Street on the south, Longneck Road on the East and a fence line on the west shall be known as city J.M. Caldwell Sr. Community Park.

(Ord. No. 2002-06-25-B, §1, 6-25-2002; Ord. No. 2004-02-24-01, §1, 2-24-2004; Ord. No. 2020-09-14-03, § 1, 9-14-2020; Ord. No. 2021- - - , 07-13-2021)

[ . . . ]

**Sec. 50-6.- Facility and program operation.**

(a) *Prohibited activities.*

(1) *Generally.*

a. It shall be unlawful for any person, persons, firm, or corporation to do any of the acts specified in this section, except as otherwise provided, in all areas and facilities owned, leased, loaned to, or otherwise controlled by the city. The city manager shall issue written authorization for suspensions of some or all of the prohibitions of this Section 50-6 in conjunction with a city-sponsored event.

b. It shall be unlawful for any person, persons, firm, or corporation:

[ . . . ]

10. To charge fees or solicit donations or contributions for any activity, except in accordance with a fee schedule promulgated by the city, or except for an activity, or in accordance with a fee schedule or special event permit, approved, in advance, by the city manager's designee.

11. To sell or offer for sale any food, drinks, confections, merchandise, or services, except as provided by an approved special event permit from ~~with written approval of the city.~~

12. To conduct any commercial or business activities of any kind, except as provided by an approved special event permit from ~~with approval of the city.~~

13. To distribute, post, place or erect any advertising, handbill, circular, bill, notice, billboard, paper, or other advertising device on public property, except with written approval and authorization from the city.

(Ord. No. 2002-06-25-B, §6, 6-25-2002; Ord. No. 2004-02-24-01, §6, 2-24-2004; Ord. No. 2020-09-14-03, § 1, 9-14-2020; Ord. No. 2021- - - , 07-13-2021)

[ . . . ]

**Sec. 50-8. – Pavilion, picnic area and nonathletic facility use and reservation.**

(a) *Purpose.* The purpose of this section is to establish the criteria and procedures under which residents and organizations will be permitted to schedule the exclusive use of facilities other than athletic fields. The procedures of this section apply to the use and/or exclusive use of all facilities outside of Veterans Memorial Park and that are not primarily designed for use in

athletic competition. These facilities include, but are not limited to, pavilion, picnic areas and tables, playgrounds, and other similar facilities.

(Ord. No. 2002-06-25-D, § I(2), 6-25-2002; Ord. No. 2006-12-12, § 3, 12-12-2006; Ord. No. 2021- - - , 07-13-2021)

[ ... ]

- (b) *Rules and regulations governing facility use.* All facility use is subject to the following rules and regulations. In addition to other penalties that may be provided by this article, violation of these rules may result in suspension of reservation privileges for a period of time up to one year. The city manager may issue written authorization for suspensions of some or all of the prohibitions of this Section 50-8 in conjunction with a city-sponsored event.

- (1) All facilities outside of Veterans Memorial Park and under the control of the city parks and recreation department may be reserved, for exclusive use, on a space available basis.

(Ord. No. 2021- - - , 07-13-2021)

[ ... ]

**SECTION 2.** This ordinance amends Chapter 66, “Streets, Sidewalks, and Other Public Property”, Article IV, “Parades and Special Events”, to reflect the changes below to the Princeton Municipal Code, with new language depicted by underline text (example) and deleted language depicted by strikethrough text (~~example~~), to read as follows:

## **CHAPTER 66 – STREETS, SIDEWALKS, AND OTHER PUBLIC PROPERTY**

[ ... ]

### **ARTICLE IV. – PARADES AND SPECIAL EVENTS**

[ ... ]

#### **Sec. 66-79.- Definitions.**

[ ... ]

*Pre-planned special event* means a special event for which one or more organizers or hosts either schedules to occur, arranges, advertises, distributes information about, or otherwise invites persons to attend **48 or more hours** in advance of the earlier to occur of either (1) the beginning of on-site preparations by organizers or (2) the time which the assembly of guests, invitees, spectators, or other attendees is anticipated to begin. The term includes both private events and events open to attendees from the general public, including without limitation all gatherings, events, rallies, demonstrations,



protests/counter-protests, whether advertised via social media, e-mail mailings lists, group text, or other means of bulk communication.

[ . . . ]

*Special event* means a temporary event or gathering using either private or public property, which may or may not be open to attendance or participation by the general public, which involves one or more of the following activities, except when the activity is for construction or house moving purposes only:

- (1) Closing a public street;
- (2) Block or restriction of public property and streets;
- (3) Offer of merchandise, food, or beverages on public property, or on private property where otherwise prohibited by ordinance;
- (4) Erection of a tent on public property, or on private property where otherwise prohibited by ordinance;
- (5) Installation of a stage, band shell, trailer, van, portable building, grandstand, or bleachers on public property, or on private property where otherwise prohibited by ordinance;
- (6) Involving amplified sound;
- (7) Placement of portable toilets on public, or on private property where otherwise prohibited by ordinance;
- (8) Placement of temporary no parking signs in a public right-of-way;
- (9) Outdoor amusement(s).

(Ord. No. 2002-06-25-D, § I(1), 6-25-2002; Ord. No. 2006-12-12, § 2, 12-12-2006; Ord. No. 2021- - - , 07-13-2021)

**Sec. 66-80. – Permit required; exceptions.**

- (a) Except as specified in subsection (b) of this section, no special event or parade, or other pre-planned event to be held in whole or in part on City property or public rights-of-way, shall be held without first making written application for and receiving a permit from the city. Applicants are responsible for notifying the City of, and demonstrating with suitable supporting documentation, any claim to exemption from the permitting requirement or the payment of fees associated with a permit required by this section.
- (b) No permits shall be required under this section for the following:
  - (1) Private party upon private property when no public property or right-of-way is used.
  - (2) Public school district sponsored and supervised when school property is used.
  - (3) The Armed Forces of the United States of America, the military forces of the state, political subdivisions of the state, and the forces of the police and fire departments acting within the scope of their duties.
  - ~~(4) Nonprofit corporation sponsored functions where the estimated attendance is less than 250 persons.~~

(Ord. No. 2002-06-25-D, § I(2), 6-25-2002; Ord. No. 2006-12-12, § 3, 12-12-2006; Ord. No. 2021- - - , 07-13-2021)

**Sec. 66-81.- Violations.**

- (a) It shall be unlawful for any person to sponsor, hold, participate in the holding or aid or assist in the holding of any special event within the corporate limits of the city without first having obtained a permit from the city.
- (b) After having obtained a permit, it shall be unlawful for any person to hold such special event in any area other than that designated in the approved permit.
- (c) It shall be unlawful for any person or entity lacking proper written authorization from the city to hold or participate in such special event without complying with all requirements prescribed in such permit for the safety and protection of the general public., and it shall also constitute a violation should any act or omission of applicants and/or organizers be found to contribute to violation of such requirements by any or all of their agents, employees, volunteers, guests, and other invitees to the extent permitted by state law.
- (d) It shall be unlawful for any person to operate a special event in whole or in part after the permit expires or after it has been revoked.
- (e) It shall be unlawful for any person to submit any fictitious, false, or deceptive information to the city regarding a special event, including without limitation the materials submitted with a permit application, or to withhold information pertinent to a special event lawfully requested by the city.
- (f) Violations of any section or sections of this article shall be classified as a Class C misdemeanor and, upon conviction, may be punished by the assessment of a fine not to exceed \$500.00. Allegations and evidence of a culpable mental state is not required for proof of an offense. Each type of violation may be charged and punished separately.

[ . . . ]

**Sec. 66-87.- Security, crowd control and traffic control.**

An applicant shall provide officers for security, crowd control and traffic control at the parade or special event in accordance with the following schedule:

# of participants or spectators	Minimum # of officers
0-250	0
251-1,500	2
1,501-3,000	4
3,001-5,000	6
Over 5,000	6 plus 1 for every 1,000

(Ord. No. 2002-06-25-D, §I(9), 6-25-2002; Ord. No. 2021- - , 7-13-2021)

**SECTION 3. PENALTY CLAUSE.** Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon thereof shall be fined in any sum not to exceed Five Hundred

Dollars (\$500), unless otherwise authorized by state law or this Ordinance. Unless otherwise specifically set forth herein, or in state law as adopted or required, allegation and evidence of culpable mental state are not required for the proof of an offense defined by this Ordinance.

**SECTION 4. REPEAL OF CONFLICTING ORDINANCES.** All ordinances, orders and resolutions heretofore passed and adopted by the City Council of the City of Princeton, Texas are hereby repealed to the extent said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

**SECTION 5. SEVERABILITY CLAUSE.** If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid, void, or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and publication as required by law, and the City Secretary is directed to arrange for such publication.

**PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
PRINCETON, TEXAS, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**CITY OF PRINCETON**

\_\_\_\_\_  
**BRIANNA CHACÓN  
MAYOR**

**ATTEST:**

\_\_\_\_\_  
**TABATHA MONK  
CITY SECRETARY**

## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between the City of Princeton, Texas, a general-law municipality (the “City”), and Arroyo Cap II-2, LLC, a Delaware limited liability company (“Owner”) (each individually, a “Party,” and collectively, the “Parties”), to be effective on the Effective Date.

### **SECTION 1** **RECITALS**

**WHEREAS**, certain capitalized terms used in these recitals are defined in Section 2;

**WHEREAS**, Owner owns approximately 62 acres of real property located in Collin County, Texas, being more particularly described by metes and bounds in Exhibit A and depicted in Exhibit B (the “Property”);

**WHEREAS**, Owner has identified an additional 62 acres of land, more or less, being commonly known as Parcel Nos. 2120651 and 2120653, Collin County Appraisal District, that is contiguous to the Property and that Owner may acquire and develop subsequent to the Effective Date (the “Additional Land”);

**WHEREAS**, the Property and the Additional Land are located within the extraterritorial jurisdiction of the City (the “ETJ”);

**WHEREAS**, the Property and the Additional Land are located entirely within the certificated area of the City’s water CCN (No. 13195) and sewer CCN (No. 21057);

**WHEREAS**, as generally described and depicted on the Concept Plan, Owner intends to develop the Property and the Additional Land as the third phase (“Phase 3”) and fourth phase (“Phase 4”) (collectively with Phase 3, the “Project”), respectively, of that certain single-family residential community known as Monticello Park (the “Community”);

**WHEREAS**, Owner anticipates that the Project will consist of approximately 600 single-family lots, with approximately 320 being located in Phase 3 and 280 being located in Phase 4;

**WHEREAS**, Owner anticipates commencing development of the Project following the Effective Date, the adoption of an ordinance by the City annexing the Property in accordance with this Agreement, and the approval of a preliminary plat for the Project that is substantially consistent with the Concept Plan (the “Preliminary Plat”);

**WHEREAS**, the Parties desire to enter into this Agreement under Section 212.172, Texas Local Government Code, for the purposes stated therein and including, without limitation, to: (i) provide for the terms of annexation of the Property into the City limits; (ii) provide for the dedication, construction, and financing of infrastructure necessary to serve the Property and the Project and that benefit the City and the public; (iii) authorize the enforcement of land use and development regulations by the City other than those otherwise applicable within the city limits; (iv) specify the use and development of the Property before and after annexation; and (v) establish

those other lawful terms and considerations regarding the Property and the Project deemed appropriate by the Parties;

**WHEREAS**, the Parties desire and intend for the design, construction, and installation of the Public Infrastructure to occur in a phased manner over the Term of this Agreement and that Owner will dedicate to and the City will accept the Public Infrastructure for public use and maintenance, subject to the City's approval of the plans and inspection in accordance with this Agreement;

**WHEREAS**, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations when and to the extent that City Regulations conflict with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

## **SECTION 2** **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Amenity Center means a residential amenity center located on approximately 0.9 acre of land located within Phase 3 as shown on the Concept Plan

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan ("CIP") means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

Certificate of Convenience and Necessity ("CCN") means a certificate of that name issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

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

City Council means the governing body of the City.

City Manager means the City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances, design standards, and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase.

Concept Plan means the intended conceptual plan for the development of the Project as depicted on **Exhibit C**.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in **Exhibit D** and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which Owner has executed and delivered the Agreement to the City and the Agreement has been approved by a majority vote of the City Council.

HOA means the Monticello Park Homeowners Association or such similar name as may be available with Texas Secretary of State, and its successors.

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Impact Fee Accounts means the interest-bearing deposit accounts maintained by the City pursuant to Section 395.024, Texas Local Government Code, as amended.

Impact Fee Credit means credits against Impact Fees otherwise due from the Project to offset Capital Improvements Costs.

Impact Fee Reimbursement means direct payments from the Impact Fee Accounts to reimburse Capital Improvements Costs.

Municipal Services means all services provided by the City as of the Effective Date and those which may be provided in the future, including, without limitation, water, sewer, roadway, drainage, solid-waste collection, fire protection, and law enforcement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Off-site Sewer Line means that certain sanitary sewer facility to be constructed by Developer consisting of approximately 1,820 linear feet of 8 inch minimum sanitary sewer line generally located within or along Longneck Road (FM 75) between the southern boundary of the Property and the northern boundary of the Additional Land, as generally depicted on Exhibit E.

Off-site Water Line means that certain Capital Improvement consisting of approximately 1,820 linear feet of 16-inch water line generally located within or along Longneck Road (FM 75) between the southern boundary of the Property and the northern boundary of the Additional Land, and which is anticipated to be constructed by others and in-service prior to the recordation of a final plat for Phase 3.

Public Infrastructure means all water, sewer, detention and drainage, roadway, and other infrastructure necessary to serve the full development of the Project and/or to be constructed and dedicated to the City under this Agreement.

Property Records means the official land recordings of the Collin County Clerk's Office.

PUC means the Texas Public Utility Commission.

### **SECTION 3** **ANNEXATION, ZONING, AND PLATTING.**

#### **3.1 Annexation and Services.**

(a) Annexation. Pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, this Agreement, as of the Effective Date, shall constitute Owner's agreement to petition for the voluntary annexation of the Property into the corporate limits of the City. Owner shall submit an annexation petition to the City on the City's standard form (the "Annexation Petition") within thirty (30) days after the Effective Date. Owner shall further execute and supply any and all instruments and/or other documentation necessary for the City to legally annex the Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within sixty (60) days following the date that Owner submits the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Owner shall have the right to terminate this Agreement with notice to the City and, upon such termination, the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change in the law governing municipal annexation.

(b) Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall further constitute an agreement for the provision of services to the Property. Immediately upon the annexation of the Property, the Property and its residents shall be entitled to receive all Municipal Services on the same terms and at the same rates as then provided within the City and without discrimination. In addition to any other remedy provided in this Agreement, any end-buyer of a fully developed lot within the Property shall have the right to enforce this paragraph through specific performance.

3.2 Zoning. Within forty-five (45) days following the adoption of an ordinance approving the annexation of the Property, the City Council shall consider the establishment of planned development zoning on the Property consistent with the Development Standards, the Concept Plan, and applicable provisions of this Agreement (the "PD Zoning"). Owner hereby expressly consents and agrees to the PD Zoning of the Property and Owner shall not be required to submit a formal zoning application or pay related fees in order for the City to proceed with zoning the Property as contemplated by this Agreement. Any such zoning of the Property shall

otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City fail to approve the PD Zoning, or approve zoning on the Property that is any way more restrictive than the PD Zoning without Owner's consent, Owner shall have the right to: (1) use and develop the Property in accordance with the Development Standards and this Agreement notwithstanding the ultimate zoning of the Property.

3.3 Platting; Plans. Owner shall submit and obtain preliminary and final plat approval for all phases of the Project in accordance with the City Regulations and this Agreement. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Owner pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, his engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development related permits issued for the Project, including the Preliminary Plat, shall remain valid for a period of at least two years and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the final plat for the first phase of the Project, the Preliminary Plat shall remain valid for two years or as long as progress toward completion of the Project is being made, whichever is longer.

#### **SECTION 4** **PUBLIC INFRASTRUCTURE**

4.1 Generally. Subject to the terms of this Agreement, Owner shall provide and construct all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as expressly provided in this Agreement, and as approved by the City's engineer or his or her agent. Owner shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. Unless otherwise agreed by the Parties, no final plat may be recorded in the Real Property Records until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City in accordance with this Agreement.

##### 4.2 Water Facilities.

(a) Generally. Owner is responsible for the design, installation, and construction of all water improvements minimally necessary to serve the Project ("Water Facilities"). The design of Water Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of same. Subject to the City's obligations under Section 5.9, Owner shall be responsible for the acquisition of any easements and other



property acquisitions necessary for the water facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City's consulting engineer as part of the platting process.

(b) Off-site Water Line. As of the Effective Date, the Parties expect that the Off-site Water Line will be constructed by others and in-service prior to the recordation of a final plat for Phase 3. If, however, such expectation changes due to the passage of time or change of circumstances such that the Project may be delayed as a result, the Parties will cooperate toward a solution regarding the funding and construction of the Off-site Water Line in order to avoid or minimize such delay, which solution may involve Owner's election to undertake the construction of the Off-site Water Line. In that event, Owner shall construct the Off-site Water Line on the same terms and at the same time as provided herein for the Off-Site Sewer Line, below. Owner shall be entitled to Impact Fee Credit and Impact Fee Reimbursement equal to the Capital Improvement Costs related to the Off-site Water Line.

#### 4.3 Sanitary Sewer Facilities.

(a) Generally. Owner is responsible for the design, installation, and construction in a good and workmanlike manner of all sanitary sewer improvements minimally necessary to serve the Project ("Sewer Facilities"). The design of Sewer Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of same. Subject to the City's obligations under Section 5.9, Owner shall be responsible for the acquisition of any easements and other property acquisitions necessary for the water facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City's consulting engineer as part of the platting process.

(b) Off-site Sewer Line. Prior to the recordation of a final plat for Phase 3, Owner shall construct the Off-site Sewer Line northward within the right-of-way of Longneck Road to a point that is substantially even with the northern boundary of Phase 3 (approximately 740 linear feet).

4.4 Water and Sewer Services. The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide continuous and adequate retail water and sewer service to the Property at times and in capacities sufficient to meet the service demands of the Project as it is developed. Upon acceptance of the Water Facilities and Sewer Facilities, the City shall operate said facilities to serve the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law as the holder of the CCNs covering the Property.

4.5 Roadway Facilities. Owner is responsible for the design, installation, and construction in a good and workmanlike manner of all roadway facilities necessary to serve the Project (“Roadway Facilities”) in accordance with the City Regulations. The design of the Roadway Facilities shall be approved by the City in advance of the construction of same.

4.6 Drainage Facilities. Owner is responsible for the design, installation, and construction of all drainage facilities necessary to serve the Project (“Drainage Facilities”) in accordance with the City Regulations. The design of the Drainage Facilities shall be approved by the City in advance of the construction of same.

4.7 Screening, Landscaping, and Entryways. Owner shall construct, in a good and workmanlike manner, standard screening in accordance the Development Standards. In addition, Owner shall install enhanced screening, landscaping, irrigation and hardscaping at all street entrances to the Project. Project entryways shall also include monument signage with Project branding, shrubs, planter beds, as well as canopy and ornamental trees.

4.8 Construction, Inspection, and Ownership.

(a) Contract Specifications. Owner’s engineers shall prepare, or cause the preparation of, and provide the City with contract specifications and necessary related documents for the Public Infrastructure. The Parties acknowledge that construction of the Public Infrastructure and Oversized Public Infrastructure are not subject to competitive bidding requirements applicable law.

(b) Construction Standards; Fees. Except as otherwise expressly set forth in this Agreement, the Public Infrastructure shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable credits), permit fees, and inspection fees, shall be paid by Owner, in accordance with this Agreement, the City Regulations, and the applicable rules or regulations of any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Inspections. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including without limitation water, sewer/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, and street lights and signs. The City’s inspections and/or approvals shall not release Owner from its responsibility to construct, or cause the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Owner has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure has been dedicated to and accepted by the City.

(d) Acceptance; Ownership; Maintenance. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Owner agrees to take

any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Public Infrastructure to the City for public use. Acceptance of Public Infrastructure by the City shall not be unreasonably withheld, conditioned, or delayed, and shall be evidenced in a writing issued by the City Manager or his designee. Upon acceptance of the Public Infrastructure or any portion thereof by the City, the City shall, at all times thereafter, maintain and operate the accepted improvements in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

#### 4.9 Oversizing, Impact Fees, Park Fees.

(a) Infrastructure Oversizing. Except as otherwise provided herein, Owner shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Infrastructure") unless, by the commencement of construction, the City has made arrangements to finance the City's portion of the costs of construction attributable to the oversizing requested by the City. In the event Owner constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Infrastructure. Notwithstanding the foregoing or any other provision of this Agreement, any waterline or sewer line that is twelve inches (12") or less in diameter shall not be considered Oversized Public Infrastructure.

(b) Impact Fees, Credits, and Reimbursement. Impact Fees for each phase of the Project shall be assessed and collected at the rates adopted by the City Council in effect at the time of recordation of the final plat for the applicable phase. Owner shall nevertheless be entitled to both Impact Fee Credits and Impact Fee Reimbursement, as needed, to fully compensate Owner for all Capital Improvements Costs incurred in connection with the Project. Provided, however, that Owner shall be first compensated through Impact Fee Credits and, if the amount of the available Impact Fee Credits is less than the applicable Capital Improvements Cost, then by Impact Fee Reimbursement. Owner may also waive Impact Fee Reimbursement and carry-forward any unused Impact Fee Credit earned in a prior phase of the Project and apply said credits to the Impact Fees otherwise due from subsequent phases of the Project without any obligation to apply the credits pro rata or otherwise to spread the credits throughout the Project. Notwithstanding anything herein to the contrary, Impact Fee Credits for one category of Capital Improvements may not be credited for Capital Improvements Cost incurred toward a different category (e.g., Owner may receive credits against water Impact Fees solely for water Capital Improvements, but may not receive water Impact Fee credits for construction of sewer Capital Improvements).

(c) Parkland Credits. If Owner reserves a minimum of 5.0 acres of the Property as usable open space within Phase 3, and if applicable, Owner shall further reserve a minimum of 15 acres of the Additional Land as usable Open Space within Phase 4 (as generally depicted on the Concept Plan) (the "Open Space"), as determined by the City Parkland Dedication ordinance, and obtains a certificate of occupancy for the Amenity Center on or before December 31, 2023, then Owner shall be deemed to have satisfied all applicable parkland dedication and improvement requirements. Otherwise, park related dedication fees for the Project shall be assessed at the rates

in effect at the time the City approves the Preliminary Plat and collected prior to recordation of the final plat for each phase of the Project.

Commented [A1]: Need to discuss this with the Developer

## **SECTION 5**

### **ADDITIONAL OBLIGATIONS**

5.1 Homeowners Association. Owner shall create the HOA, which shall be mandatory and shall levy and collect from homeowners annual fees in an amount calculated to maintain those private improvements not dedicated to the City that are located in the common areas of the Project, including any amenity centers, nature trails, playgrounds, picnic areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, screening walls, landscaped entrances, signage, and any other common improvements or appurtenances. Maintenance of public rights-of-way by the HOA shall comply with City Regulations and shall be subject to oversight by the City. Pursuant to Chapter 35, Article IX, Section 35-44, City Code of Ordinances, the form and substance of declarations, covenants and restrictions (in addition to those expressly referenced in this Agreement) pertaining to the Project and HOA (the "Declarations") shall be approved by the City Attorney and City Council before the declarations or the final plat for the first phase of the Project may be recorded in the Real Property Records.

5.2 Inclusion of Additional Land. Upon written notice to the City, Developer shall have the right to extend this Agreement to include and cover the Additional Land and, upon such notice (the "Additional Land Notice"), the Additional Land shall be deemed a part of the Property subject to the same terms and conditions otherwise applicable to the Property under this Agreement. Any deadline applicable to the Property that is relative to the Effective Date of this Agreement shall, with respect to the Additional Land, relate to the effective date of the Additional Land Notice ("Notice Date"). For example, pursuant to Section 3.1(a), the City shall annex the Additional Land within sixty (60) days following the Developer's filing of an annexation petition within 30 days after the Notice Date. Delivery of the Additional Land Notice to the City shall be sufficient to establish the Parties' respective rights and obligations under this Agreement with respect to the Additional Land and such notice shall be recorded in the Property Records.

5.3 Compliance with City Regulations. Except as otherwise provided herein, development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations. It is expressly understood and the Parties agree that City Regulations applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000, Texas Government Code ("Chapter 3000"); provided, however, to the extent of any conflict between Chapter 3000 and this Agreement, this Agreement shall control.

5.4 Conflicts. In the event of a conflict between this Agreement, the City Regulations, or any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, and unless otherwise agreed by the Parties, this Agreement, including its exhibits, as applicable, shall

control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

5.5 Phasing. The Property may be developed in phases and Owner may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law. Any replat or amending plat shall conform with applicable City Regulations and be subject to City approval.

5.6 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure, Owner, or Owner's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

5.7 Insurance.

(a) Owner or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Owner, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis.

(b) All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Owner shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

5.8 INDEMNIFICATION and HOLD HARMLESS. THE OWNER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE

ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE OWNER, INCLUDING THE NEGLIGENCE OF OWNER'S RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OWNER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON THE OWNER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

5.9 **Eminent Domain.** Notwithstanding any other provision of this Agreement, Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "**Eminent Domain Fees**") actually incurred by the City in the exercise of its eminent domain powers. In that event, Owner shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this

section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

5.10 Vested Rights. This Agreement shall constitute a “permit” (as defined in Chapter 245) that is deemed filed with the City on the Effective Date and Owner does not hereby waive or release any right that Owner may now or thereafter have with respect to any rights under Chapter 245.

5.11 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

5.12 Assignment. Upon written notice to the City, Owner may assign all or part of Owner’s right, title, and interest under this Agreement to any person or entity that is controlled by or under common control of Owner. Owner may further assign all or part of Owner’s right, title, and interest under this Agreement to any other party with the prior written consent of the City, which shall not be unreasonably withheld. The City shall not be bound by any assignment of this Agreement unless and until the City has received a fully signed copy of the assignment. Any assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a “Party” for the purposes of this Agreement. Unless otherwise provided in an assignment, shall be released and fully discharged from all liabilities and obligations assigned thereby.

5.13 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties, including an authorized assignee of the Owner. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

## **SECTION 6**

### **GENERAL PROVISIONS**

6.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be fifteen (15) years after the Effective Date.

6.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible,

given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

6.3 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Owner and the City, and forms a part of any other requirements for development within the Property. This Agreement shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

6.4 Status of Parties. At no time shall the City have any control over or charge of Owner's design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Owner.

6.5 Estoppel Certificates. From time to time, upon written request of Owner or any future owner, and upon the payment to the City of a \$100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

6.6 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

- (a) Owner's obligations hereunder are primarily for the benefit of the Property;
- (b) the improvements to be constructed and the open space dedications and donations of real property that Owner is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;
- (c) Owner's consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Owner's voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;
- (d) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;
- (e) this Agreement is a development agreement under Section 212.172, Texas Local Government Code; and



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

To the City:	City of Princeton, Texas Attn: City Manager 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:	Arroyo Cap II-2, LLC Attn: Daniel Satsky 1800 Valley View Lane, Suite 100 Farmers Branch, Texas 75234
With a copy to:	Winstead PC Attn: Tommy Mann 2728 N. Harwood St., Suite 500 Dallas, Texas 75201

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

6.8 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

6.9 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

6.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

6.11 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, except for any party that may be construed to be a third-party beneficiary to this Agreement.

6.12 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

6.13 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

6.14 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

6.16 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. Thereafter, the Party claiming the right to temporarily suspend its performance shall give

written updates at least every two weeks detailing the progress being made to remedy the force majeure, a description of the reasons why the force majeure continues, and the estimated date of the cessation of the force majeure. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

6.17 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

6.18 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

6.19 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- |           |   |
|-----------|---|
| Exhibit A | Metes and Bounds Description of the Property              |
| Exhibit B | Depiction of the Property                                 |
| Exhibit C | Concept Plan  |
| Exhibit D | Development Standards (including Architectural Standards) |
| Exhibit E | Off-site Sewer Line                                       |

*[signatures pages and exhibits follow;  
remainder of this page intentionally left blank]*

**EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:**

**CITY OF PRINCETON**

By: \_\_\_\_\_  
Name: Brianna Chacón  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Name: Tabatha Monk  
Title: City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Name: Clark McCoy  
Title: City Attorney

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

STATE OF TEXAS       §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on this \_\_ day of \_\_ 2021, by Brianna Chacón, Mayor of the City of Princeton, Texas, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**OWNER**

Arroyo Cap II-2, LLC,  
a Delaware limited liability company

By: Arroyo Capital II, LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Name: Jeffrey B. Brouelette  
Title: Executive Vice President

STATE OF ARIZONA       §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2021, by Jeffrey B. Brouelette, Executive Vice President of Arroyo Capital II, LLC, a Delaware  
limited liability company, sole member of Arroyo Cap II-2, LLC, a Delaware limited liability  
company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Arizona

[SEAL]

**Exhibit A**  
**Description of Property**

**BEING** a tract of land situated in the David Cherry Survey, Abstract No. 166, City of Princeton, Collin County, Texas and being all of a called 5.20-acre tract of land conveyed to McMahan and Gantt Farm, LLC., according to the document filed of record in Document No. 20200903001489060, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and all of a called 47.15-acre tract of land described as Tract 2, a called 9.7455-acre tract described as Tract 3 and a called 1.193-acre tract of land described as Tract 4 conveyed to McMahan and Gantt Farm, LLC., according to the document filed of record in Document No. 20170428000540990 (O.P.R.C.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap found in the east line of F.M. Highway 75 for the southwest corner of said 47.15-acre tract same being the northwest corner of a called 104.97-acre tract of land conveyed to Cope Addition X, LLC., according to the document filed of record in Document No. 20190328000324760

**THENCE** North 9°23'44" West, with said east line same being the west line of the above-mentioned 47.15-acre tract and 5.20-acre tract, a distance of 741.39 feet to a point in the northwest corner of said 5.20-acre tract same being the southwest corner of a called 4.002-acre tract of land described as Block A, Lot 1R, according to the document filed of record in Document No. 20170217010000780 Plat Records, Collin County, Texas for the northwest corner of this tract;

**THENCE** South 89°15'45" East, with the north line of said 5.20-acre tract same being the south line of said 4.002-acre tract, a distance of 550.71 feet to a point on said common line for the northeast corner of said 5.20-acre tract for corner of this tract;

**THENCE** South 89°14'27" East, with said south line same being common with the north line of the above-mentioned 47.15-acre tract, a distance of 74.90 feet to a point in said common line for the southeast corner of said 4.002-acre tract for corner of this tract;

**THENCE** South 89°32'15" East, with said north line being common with the south line of that tract of land conveyed to Robinson Raymond J and Mary E Revocable Living Trust and Lisa Barringer and John R Robinson, according to the Document filed of record in Document No. 20110120000078260 (O.P.R.C.C.T.) a distance of 2,525.76 feet to a point in the west line of that tract of land conveyed to Biggs Montra Marie, according to the document filed of record in Document No. 19950614000404830 (O.P.R.C.C.T.) for corner of this tract;

**THENCE** South 0°08'04" West, with the westerly line of the above-mentioned 47.15-acre tract same being the west line of said Biggs tract and west line of that tract of land conveyed to Ray Michaelle, according to the document filed of record in Document No. 20160613000735630 (O.P.R.C.C.T.) a distance of 732.72 feet to a point for the southwest corner of said Michaelle tract same being an interior corner of this tract;

**THENCE** South 89°27'49" East, with the south line of said Michaelle tract same being the north line of the above-mentioned 9.7445-acre tract, a distance of 954.75 feet to a point in the south line of that tract of land conveyed to Andor Patricia Diane and Estate of Frank Martin Andor, according to the document filed of record in Document No. 20120917001163320 (O.P.R.C.C.T.) for the northeast corner of said 9.7445-acre tract and this tract same being the northwest corner of that tract of land conveyed to Pruett Gregory Scott et al, according to the document filed of record in Document No. 20030701001234760 (O.P.R.C.C.T.);

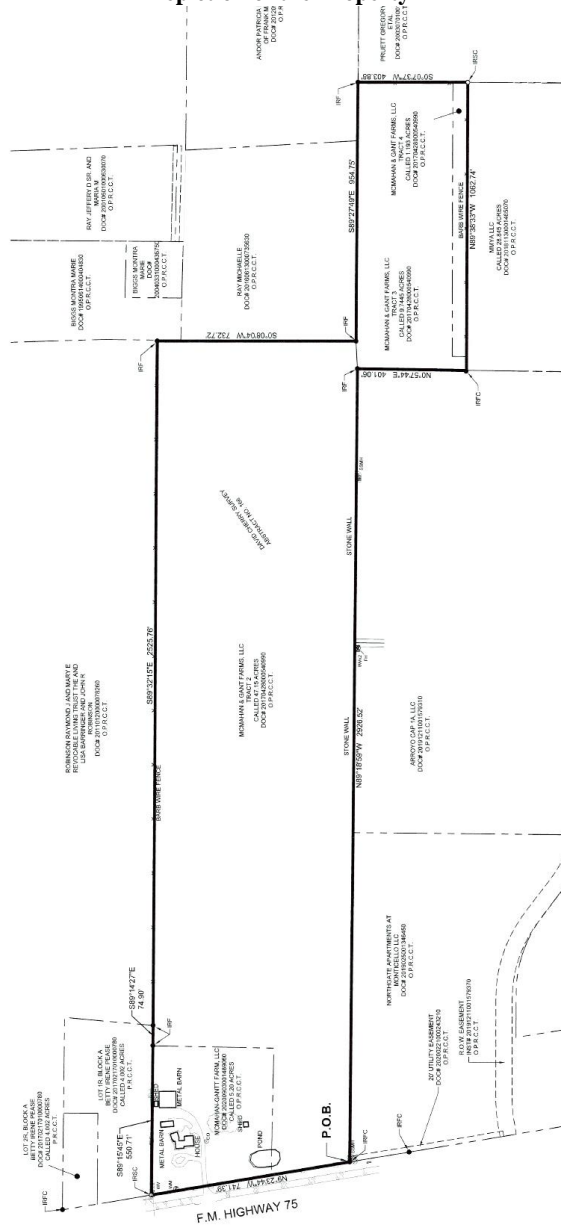
**THENCE** South 0°07'37" West, with the west line of said Pruett tract same being common with the west line of the above-mentioned 9.7445-acre tract and 1.193-acre tract, a distance of 403.88 feet to a point in said west line for the southeast corner of said 1.193-acre tract and this tract same being the northeast corner of a called 28.845-acre tract of land conveyed to MMYA LLC., according to the document filed of record in Document No. 20181130001465070 (O.P.R.C.C.T.);

**THENCE** North 89°38'33" West, with the north line of said 28.845-acre tract same being the south line of said 1.193-acre tract, a distance of 1,062.74 feet to a point in the east line of the above-mentioned 104.97-acre tract being the northwest corner of said 28.845-acre tract same being the southwest corner of the above-mentioned 9.7445-acre tract;

**THENCE** North 0°57'44" East, with the east line of said 104.97-acre tract same being the west line of said 9.7445-acre tract, a distance of 401.06 feet to a point in the south line of the above-mentioned 47.15-acre tract for the northeast corner of said 104.97-acre tract same being the northwest corner of said 9.7445-acre tract and interior ell corner of this tract;

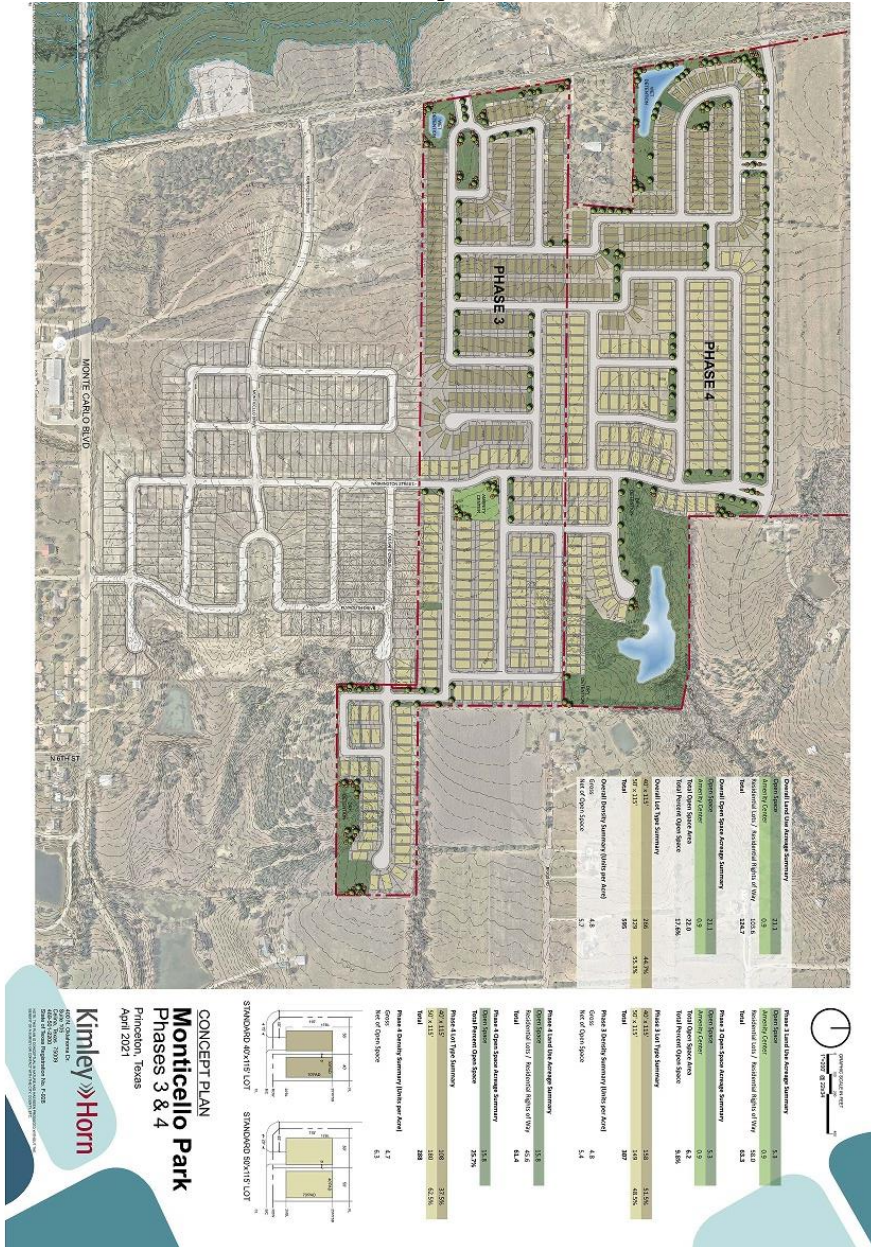
**THENCE** North 89°18'59" West, with the north line of said 104.97-acre tract same being common with the south line of said 47.15-acre tract, a distance of 2,926.52 feet to the **POINT OF BEGINNING** and containing 61.8753 acres or 2,695,289 square feet of land, more or less.

## Exhibit B Depiction of the Property





## Exhibit C Concept Plan



**Exhibit D**  
**Development and Architectural Standards**

**1. Land Use Criteria**

Single Family Residential Use: Single Family Detached Homes.

**2. Residential District**

- a. **Density.** The maximum density for the Planned Development will be 6.0 units per net developable acre.
- b. **Lot Types.** The residential district developed within the Planned Development shall be in accordance with the following Lot Types:

**Type A Lots:** Minimum 5,750 Square Foot Lots; SF Detached Front Entry Lots

**Type B Lots:** Minimum 4,600 Square Foot Lots; SF Detached Front Entry Lots

**c. Lot Design Criteria**

**i. Type A Lots.**

- 1. **General.** Except as otherwise provided herein, Type A Lots shall be developed under the standards applicable within the SF-2 district as of the Effective Date and may be front entry product.
- 2. **Building Regulations.**

Minimum Lot Area:	5,750 square feet
Minimum Lot Width:	50 feet
Minimum Lot Depth:	115 feet
Front Yard Setback:	20 feet
Garage Setback:	20 feet
Side Yard Setback:	5 feet; 15-foot side yard adjacent to a street.
Rear Yard Setback:	20 feet
Maximum Lot Coverage:	55% not including driveway and additional flat work
Minimum Dwelling Size:	1,600 SF Conditioned Space

**ii. Type B Lots.**

- 1. **General.** Except as otherwise provided herein, Type B Lots shall be developed under the standards applicable within the SF-Z zoning district as of the Effective Date and may be front entry lot product.
- 2. **Building Regulations.**

Minimum Lot Area:	4,600 square feet
Minimum Lot Width:	40 feet
Minimum Lot Depth:	115 feet
Front Yard Setback:	20 feet
Garage Setback:	20 feet

Side Yard Setback:	5 feet; 15-foot side yard adjacent to a street.
Rear Year Setback:	20 feet
Maximum Lot Coverage:	55% not including driveway and additional flat work
Minimum Dwelling Size:	1,300 SF Conditioned Space

**TABLE 3.1: RESIDENTIAL USES**

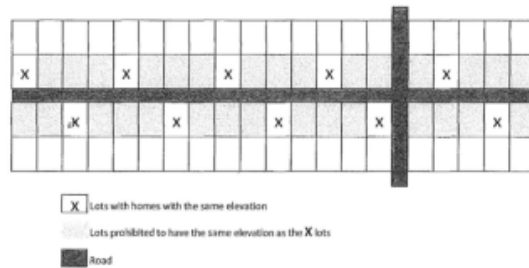
	<b>SINGLE FAMILY (SF-2) 50' LOT</b>	<b>SINGLE FAMILY (SF-Z) 40' LOT</b>
Minimum Lot Area	5,750 SF	4,600 SF
Minimum Lot Width	50'	40'
Minimum Lot Depth	115'	115'
Front Yard Setback	20' min.	20' min.
Side Yard Setback	5'	Min. 5'
Side Yard Adjacent to a Street	15'	15'
Rear Year Setback	20'	20'
Minimum Home Square Footage	1,600 SF Conditioned space	1,300 SF Conditioned Space
Maximum Height	35' – 2 story max.	35' – 2 story max.
Minimum Roof Pitch	6:12	6:12
Maximum Density per Net Acres	Range between 4-6 per gross acre	Range between 4-6 per gross acre
Maximum Lot Coverage	55%	55%
Minimum Parking Requirements	2 Garage Spaces Per Unit	2 Garage Spaces Per Unit

- d. Side lot lines shall be permitted to be non-radial to the street right-of-way.
- e. The minimum lot width for single family detached for irregular lots along elbows and cul-de-sacs shall have the minimum lot width per lot size designation at the front build line as measured along the arc of the build line parallel to the right-of-way.

### **3. Character Elevations**

- a. The minimum front building line setback for Single Family lots shall be permitted to be reduced by a maximum of 5 feet to allow covered front porches, living area, and J-swing garages to encroach the front building line. Front entry garages shall not be permitted to encroach the front building line setback.

- b. The front and side exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of eighty 80 percent masonry. Buildings that are on lots that back FM 75 shall have 100 percent masonry on the rear elevation.
- c. Structures with sides facing a thoroughfare as identified on the City's master thoroughfare plan shall be required to have 100 percent masonry installed on the side facing the thoroughfare.
- d. Building elevations and brick colors shall be permitted to repeat only when there are three intervening lots of separation on the same side of the street as shown in the diagram below.
- e. The same elevation and brick color shall not repeat on the lot across the street or on the lots on either side of the lot across the street as shown in the diagram below.
- f. Mirror image floor plans shall be permitted and not considered duplicates for the purpose of



lot spacing.

#### 4. Streets, Alleys, and Driveways

- a. Residential streets shall have a minimum Right-of-Way width of 50 feet and a minimum pavement width of 31 feet measured from back-of-curb to back-of-curb.
- b. Alleys are not required.
- c. To the greatest extent possible, driveways shall be placed on the lot line farthest from the subdivision entry except where prohibited by grading.

#### 5. Screening

- a. A minimum 25-foot landscape buffer shall parallel FM Highway 75 (Longneck Road) with Six-foot (6') tall masonry screen wall required along the back of the lots parallel to FM Highway 75 (Longneck Road).

#### 6. Open Space/Amenities

- a. Open spaces shall be internal to the Planned Development and may include neighborhood pocket parks, passive recreational uses, and landscape buffers.
- b. The subject property shall include a minimum of nine tenths of an acre (0.9 acre) amenity center that shall include the following: (i) a pool (minimum 2,500 square feet water surface area); (ii) cabana or shade structure (minimum 200 square feet in either instance); (iii) playground (minimum 2 elements); (iv) open lawn area/flex space (minimum 1 pet waste station); and (v) picnic area (minimum 5 tables).

- c. Up to 50 percent of all drainage easements and/or detention areas may be included and count toward minimum required open space if the space is considered to be usable as determined by the City Parkland Dedication ordinance.
  - d. All open spaces shall be owned and maintained by a Homeowners Association (HOA).
7. **Mailboxes.** Mailboxes shall meet the minimum requirements set forth by the City of Princeton and the United States Postal Service (USPS). Mailboxes shall be provided in locations as permitted or required by the USPS, including clusters and dual-address boxes located on the shared property line.
8. **Landscape and Streetscape Requirements**
- a. Sidewalks shall be a minimum five-foot (5') wide and located one-foot inside the public right-of-way.
  - b. A sidewalk shall be located on both sides of all public right-of-way in accordance with the City of Princeton Subdivision Ordinance. At least one canopy or ornamental tree shall be planted between the street and the sidewalk for every 50 linear feet of right of way along all HOA open spaces.
  - c. Where proposed trails are adjacent to proposed roadways, the trail shall serve as the required sidewalk.
  - d. Proposed trails shall be eight feet (8') in width and be constructed of reinforced concrete. Trail locations and width of proposed trails shall be determined at the time of Preliminary Plat.
  - e. All proposed sidewalk and/or trails shall be concrete.
  - f. A minimum of two (2) shade trees shall be planted for every residential lot and may be located within the front yard, rear yard, and/or common open space.
  - g. All trees planted shall be a minimum of three caliper inches (3") at time of planting measured at a height of (4') from the base of the tree.
9. **Development Amendments and Administrative Provisions.** Except as otherwise provided, minor amendments or variations to the plan shall be processed and approved by the Planning Director and shall not require approval by the Planning and Zoning Commission. The subject property shall generally conform to the layout as depicted in the Concept Plan.

The following criteria shall be permitted as a minor amendment or variation to the plan: Streets may be realigned provided that circulation throughout each Land Use Category adequately meet the minimum requirements identified with the Planned Development and of the City's Engineering Design Standards.

# **Exhibit E** **Off-site Sewer Line**

