NOTICE OF REGULAR MEETING CITY COUNCIL MEETING AND AGENDA THE CITY OF PRINCETON, TEXAS June 28, 2021

The City Council of the City of Princeton will meet in Regular Meeting Session on June 28, 2021 at 6:30 PM Princeton City Hall 123 West Princeton Drive Princeton, TX 75407 to discuss the following

Honorable Brianna Chacon,

Honorable Steven Deffibaugh, Mayor Pro Tempore, Place 5

Mayor

Mike Robertson,

David Kleiber, Councilmember. Place 1

Councilmember, Place 2

Bryan Washington,

Keven Underwood,

Councilmember, Place 3

Councilmember, Place 4

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN APPEARANCE

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

MAYORS COMMENTS

CONSENT AGENDA

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

Minutes

Discussion and possible action regarding the minutes of the June 14, 2021 Regular City Council Meeting.

CC Minutes 06-14-21.doc

Interlocal Agreement (FY22 Animal Control Services)

Discussion and possible action regarding an Interlocal Agreement between the City of Princeton and Collin County for FY22 Animal Control Services.

Amendment 15 - Unsigned.pdf

FY 2022 AC Billing UPDATED.pdf

Interlocal Agreement (FY22 Animal Shelter)

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.

Amendment 15 - Unsigned.pdf FY 2022 AS Billing UPDATED.pdf

Final Plat (Winchester Crossing Phase 4)

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.

FP20200759 Council Recommendation (full).pdf

Final Plat (Arcadia Farms Phase 7)

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.

FP20191509 Council Recommendation (full).pdf

Preliminary Plat (Peoples Bank)

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.

PL20211321 Council Recommendation.pdf

Resolution 2021-07-08-R (EDC, Jay Bhaumik Property Sale, Texas Star Pharmaceuticals)

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.

EDC Land Sale_Texas Star Pharmaceuticals.pdf
Texas Star Pharmacy Commercial Contract with EDC.pdf
Princeton EDC-Vision 99 LLC 15.41AC Contract.pdf

Resolution 2021-06-28-R-02 (City Wide Communication Plan)

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.

Resolution City Wide Communications Plan Combined 6-8-2021.pdf IPO #131 (Communication Master Plan - Signed).pdf

Resolution 2021-06-28-R-04 (Grant)

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.

Resolution_2021-06-28-R-04 grant application construction_of_municipal_park_trails.docx Open Space Grant 06232021095242.pdf

REGULAR AGENDA

2021- 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.

SUP20211026 Staff Report and Application).pdf

2021- 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.

ZA20210120 Staff report and application.pdf

2021- Parks Project

Discussion and possible action regarding the Parks Project Priority List.

July 2021 Park Project Priority List.pdf

2021- Roadway Project

Discussion and possible action regarding the Roadway Project List. Roadway Project List_Updated July 2021.pdf

2021- Resolution 2021-06-28-R-03 (Certificate of obligation)

142 Consider Resolution 2021-06-28-R-03, directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

Princeton Series 2021 Timetable .pdf

Notice Resolution (ver 1).pdf

21 Princeton REF Prelim 6.16.21.pdf

21 Princeton Tax Rate Impact Analysis Prelim 6.16.21.pdf

2021- 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.

Ord 2021-06-28-01 full.pdf

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. Ordinance No 2021-06-28-02 full.pdf

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.

Letter recommending award Municipal Park Phase 1B.pdf

Resolution 2021-06-28-R-05 Crossland award.pdf

Phase 1b plans for council agenda.pdf

2021- 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.

2021- Crossroads Development Update

Update and discussion regarding the Crossroads Development Update as requested by Councilmember Kleiber.

2021- Loose Animals

Discussion and possible action regarding loose animals in the City of Princeton, as requested by Councilmember Underwood.

2021- Brookside

Discussion and possible action regarding speeding in Brookside Development, as requested by Mayor Chacon.

2021- Future Agenda Items

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

EXECUTIVE SESSION

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

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

ACTION PERTAINING TO EXECUTIVE SESSION

REPORT AGENDA - CITY MANAGER

- 1) Next Regular City Council Meeting, Monday, July 12, 2021 @ 6:30 p.m.
- 2) Fire Station #3 Opening & Apparatus Push-In Ceremony, Friday, July 9th @10:00 a.m. 1100 Myrick Lane, Princeton, TX.

Fire Station #3

Station #3 Flyer pdf.pdf

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 Meetin thereof were delivered to the Mayor, Mayor	• • • ====	and copies
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 14, 2021

The City Council of the City of Princeton, Texas, met in Regular Session on June 14, 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 Keven Underwood and Mayor ProTempore Steve Deffibaugh.

The following Councilmembers were absent: Councilmember Bryan Washington.

The following Staff Members were present: City Manager Derek Borg, Assistant City City Secretary Tabatha Monk, Director of Development Services Shawn Fort, Director of Community Engagement Tenishea Turner, Sargent Cabrera and Police Officer Rizzo.

Mayor **Chacon** called the City Council Meeting to order at 6:30 p.m.

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

Pastor Hooks 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 May 24, 2021
Regular City Council Meeting; Discussion and possible action regarding Resolution
2021-06-07-R, as line for Crossroads. 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: (2021-131 Public Hearing (Eastridge PID): "Public hearing regarding the creation of the Eastridge Public Improvement District."

Mayor Chacon opened the public hearing at 6:38 p.m.

Mayor Chacon closed the public hearing at 6:38 p.m.

Mayor Chacon then announced the second item under the Regular Agenda: (2021-132 Resolution 2021-06-14-R-01 (Eastridge PID): "Consider and act on Resolution 2021-06-14-R-01, creating the Eastridge Public Improvement District. Councilmember Underwood made a motion to approve. Councilmember Robertson seconded the motion to approve. The motion carried unanimously.

Mayor Chacon then announced the third item under the Regular Agenda:

(2021-133 Agreement (Cypress Creek NSSA): "Non-Standard Water and Wastewater service agreement by and between City of Princeton, Texas, and TYF Partnership,

LTD., specifying the terms for the service of water and wastewater to the Cypress Creek

Development in the Town of Lowry Crossing. Mayor Pro-Tempore Deffibaugh made a

motion to approve. Councilmember Underwood seconded the motion to approve.

The motion carried unanimously.

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

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

Mayor Chacon opened the public hearing at 6:42 p.m.

Mayor Chacon closed the public hearing at 6:43 p.m.

Mayor Chacon then announced the fifth item under the Regular Agenda (2021-135 Ordinance 2021-06-14-01 (SORRO): "Discussion and possible action regarding adoption of Ordinance 2021-06-14-01, to establish residency restrictions and other regulations relating to registered sex offenders, including prohibitions against establishing residence within 1,000 feet of a child safety zone and establishing criminal penalties for violators." Mayor Pro-Tempore Deffibaugh made a motion to approve.

Councilmember Robertson seconded the motion. The motion carried unanimously.

Mayor Chacon then announced the sixth item under the Regular Agenda (2021-136 Patrol Vehicles FY22: "Discussion and possible action authorizing City Manager to preorder the uplift equipment for patrol vehicles included in the FY22 budget."

Councilmember Underwood made a motion to approve. Councilmember Kleiber seconded the motion. The motion carried unanimously.

Mayor Chacon then announced the seventh item under the Regular Agenda (2021-137 Future Agenda Items: "Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests." Councilmember Kleiber request an update on EDC and CDC projects; Councilmember Kleiber would like an update on businesses in the Princeton Crossroads area.

Kleiber request a presentation from the Princeton Chamber of Commerce on the Relocation Guide/membership directory. Councilmember Underwood asked for update and information about loose animals. Mayor Chacon request an update on a plan regarding the speeding on Brookside.

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, June 28, 2021 @ 6:30 p.m.

Mayor Chacon then announced the City Council reports about items of community interest regarding which no action will be taken: Councilmember Underwood reminded everyone to keep an eye on your neighbor in this heat and check on each other.

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

Mayor Pro-Tempore Deffibaugh made a motion to adjourn. Councilmember

Robertson seconded the motion to adjourn. The motion carried unanimously.

The meeting adjourned at 7:08 p.m.

		ATTEST:	
Brianna Chacon, Mayor	Date		
		Tabatha Monk, City Secretary	Date



Contract Amendment

Fifteen (15)

Office of the Purchasing Agent Collin County Administration Building 2300 Bloomdale Rd, Ste 3160 McKinney, TX 75071 972-548-4165

Vendor:	City of Prince	eton	Effective Date	10/1/2021
	123 Princeto	on Dr.	Contract No.	11221-09
	Princeton, TX	75407		
			Contract	Interlocal Agreement for Animal Control
				Services
Awarded by 0	Court Order No	<i>:</i>	2	006-879-09-26
Amendment	14	Court Order No.:	2	021-277-04-05
Amendment	15	Court Order No.:		
	YOU A	ARE DIRECTED TO MAKE THE	FOLLOWING AMEND	MENT TO THIS CONTRACT
ITEM #1:	_	- · · · · · · · · · · · · · · · · · · ·		n 5.0 of the contract documents. eptember 30, 2022, at the rate below.
	Agreements	nan be in enect from Octobe	r 1, 2021, tillough 5	eptember 50, 2022, at the rate below.
ITEM #2:	Total amoun	t for fiscal year 2022:	<u>\$42,813.00</u>	
Except as p	orovided her	ein, all terms and condi	tions of the contr	act remain in full force and effect
and may o	nly be modif	ied in writing signed by	both parties.	
ACCEPTED B	Y:			ACCEPTED AND AUTHORIZED BY
				AUTHORITY OF COLLIN COUNTY
		(Print Name)		COMMISSIONERS' COURT
City of Prince	ton	, , , , , ,		
123 Princeto	n Dr.			Collin County Administration Building
Princeton, TX	75407			2300 Bloomdale Rd, Ste 3160
				McKinney, Texas 75071
SIGNATURE				Michelle Charnoski, CPPB
TITLE:				Purchasing Agent
DATE:				DATE:

FY 2022 Animal Control Billing Worksheet

	Larger Entities / Original Entities												
	% of Charges		FY22 Budgeted M&O and Per.		U		FY22 Capital Contribution**		/22 Total Cost efore Adjust.	L	Less Smaller Entities Less Adjustments for FY20 Budget vs. Actual FY22 To		FY22 Total Billed
Anna	8.51%	\$	51,786	\$	1,702	\$	53,488	\$	2,404	\$	(4,106)	\$55,189	
Celina	5.36%	\$	32,641	\$	1,073	\$	33,714	\$	1,515	\$	(2,588)	\$34,786	
Fairview	9.39%	\$	57,121	\$	1,877	\$	58,999	\$	2,652	\$	(4,529)	\$60,875	
Melissa	4.74%	\$	28,875	\$	949	\$	29,824	\$	1,341	\$	(2,289)	\$30,772	
Princeton	6.60%	\$	40,173	\$	1,320	\$	41,494	\$	1,865	\$	(3,185)	\$42,813	
Prosper	9.64%	\$	58,691	\$	1,929	\$	60,620	\$	2,725	\$	(4,653)	\$62,548	
Collin County	55.75%	\$	339,276	\$	11,150	\$	350,426	\$	15,752	\$	(26,899)	\$361,573	
Totals	100.00%	\$	608,563	\$	20,000	\$	628,563	\$	28,255	\$	(48,249)	\$648,558	

^{**}Yearly Capital Charge Covers Any/All Equipment Replacement Costs

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding \$20,000 for Capital Contribuitons. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expeditures. See below the adjustment calculation.

FY22 Bill	FY22 Billing Breakout										
Total Billed:	\$	608,563									
Smaller Entities:	\$	28,255									
Total +/- back	\$	580,308									

Adjust. for	Adjust. for FY20 Budget vs. Actual										
FY20 Billed	\$	600,071									
FY20 Actual	\$	648,320									
Total +/- back	\$	(48,249)									

In FY 2020 all of the \$20,000 Capital Contribution was spent for Capital so none of the funds are being returned in FY 2022.

	Smaller Entities / Added Later									
	% of Charges	FY22 Budgeted M&O and Per.	FY22 Capital Contribution**	FY22 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY20 Budget vs. Actual	FY22 Total Billed			
Lavon				\$3,150			\$3,150			
Lucas				\$19,030			\$19,030			
Nevada				\$1,575			\$1,575			
Weston				\$2,500			\$2,500			
Van Alstyne				\$2,000			\$2,000			
				\$28,255			\$28,255			

Grand Total: \$ 676,813

Grand Total is the total billed amount for the larger and smaller entities combined.



Contract Amendment

Fifteen (15)

Office of the Purchasing Agent Collin County Administration Building 2300 Bloomdale Rd, Ste 3160 McKinney, TX 75071 972-548-4165

Vendor:	City of Princeton 123 Princeton Dr. Princeton, TX 75407		Effective Date Contract No. Contract	10/1/2021 11220-09 Interlocal Agreement for the Facility Construct and Use of an Animal Shelter in Collin County	ion
Awarded by C Amendment Amendment		rder No.:		006-891-09-26 021-496-05-24	
	YOU ARE DIRECT	ED TO MAKE THE FOLI	LOWING AMENDN	MENT TO THIS CONTRACT	
ITEM #1:	Extend agreement for the either party to terminate	•	_	eptember 30, 2022, with the option for een notice.	
ITEM #2:	Total amount for fiscal y	ear 2022:	\$19,898.00	-	
	rovided herein, all te			ct remain in full force and effect	
ACCEPTED BY	:	(Print Name)		ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT	
City of Princet		- -		Callin County Advantain intention Duilding	
123 Princetor Princeton, TX		- - -		Collin County Administration Building 2300 Bloomdale Rd, Ste 3160 McKinney, Texas 75071	
SIGNATURE TITLE: DATE:		- - -		Michelle Charnoski, CPPB Purchasing Agent DATE:	

FY 2022 Animal Shelter Billing Worksheet

	Larger Entities / Original Entities												
	% of Charges		FY22 Budgeted M&O and Per.	FY22 Capital Contribution**	FY22 Total Cost Less FY20 Fees before Adjust. Collected				Less Adjustments for FY20 Budget vs. Actual			FY22 Total Billed	
Anna	2.47%	\$	28,881	\$	1,481	\$	30,362	\$	1,618	\$	3,095	\$	25,649
Celina	1.56%	\$	18,204	\$	933	\$	19,137	\$	1,020	\$	1,951	\$	16,167
Fairview	2.72%	\$	31,857	\$	1,634	\$	33,490	\$	1,784	\$	3,414	\$	28,292
Farmersville	1.00%	\$	11,728	\$	601	\$	12,329	\$	657	\$	1,257	\$	10,415
Frisco	32.03%	\$	374,756	\$	19,216	\$	393,973	\$	20,992	\$	40,161	\$	332,820
McKinney	37.97%	\$	444,246	\$	22,779	\$	467,026	\$	24,884	\$	47,608	\$	394,534
Melissa	1.38%	\$	16,103	\$	826	\$	16,929	\$	902	\$	1,726	\$	14,301
Princeton	1.91%	\$	22,405	\$	1,149	\$	23,554	\$	1,255	\$	2,401	\$	19,898
Prosper	2.80%	\$	32,732	\$	1,678	\$	34,410	\$	1,833	\$	3,508	\$	29,069
Collin County	16.17%	\$	189,216	\$	9,702	\$	198,918	\$	10,599	\$	20,277	\$	168,042
TOTAL	100.00%	\$	1,170,129	\$	60,000	\$	1,230,129	\$	65,544	\$	125,397	\$	1,039,189

FY22 Billir	FY22 Billing Breakout										
Total Billed:	\$	1,194,249									
Smaller Entities:	\$	24,120									
TOTAL for Original:	\$	1,170,129									

Adjust for FY	Adjust for FY20 Budget vs. Actual										
FY20 Billed:	\$	1,161,232									
FY20 Actual:	\$	1,035,835									
Total +/- back	\$	125,397									

In FY 2020 only \$5,836.94 was spent of the \$60,000 Capital Contribution. The unused funds totaling \$54,163.06 are reflected in the FY20 adjustments.

	Smaller Entities / Added Later											
	% of Charges	FY22 Budgeted M&O and Per.	FY22 Capital Contribution**		Total Cost e Adjust.	Less FY20 Fees Collected	Less Adjustments for FY20 Budget vs. Actual		FY22 Total Billed			
Lavon				\$	3,100			\$	3,100			
Lucas				\$	14,970			\$	14,970			
Nevada				\$	1,550			\$	1,550			
Weston				\$	2,500			\$	2,500			
Van Alstyne				\$	2,000			\$	2,000			
TOTAL				\$	24,120			\$	24,120			

Grand Total: \$ 1,063,309

Grand Total is the total billed amount for the larger and smaller entities combined.



City of Princeton P&Z and City Council Staff Report

FP20200759 – Final Plat Request – (Winchester Crossing Phase 4) being a 28.544 acre tract of land in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas., – D.R. Horton - Texas, LTD, – Applicant, JBI Partners, Inc.,-Engineer.

STAFF REPORT

I. SITE DATA

SITE DATA

Existing Zoning: PD#11

Existing use: Single Family Lot Size: 28.544 Acres

Direction	Zoning	Existing Land Use
North	M-1	Manufacturing/Industrial
East	PD#11	Single Family
South	PD#11	Single Family
West	N/A	Agricultural



REQUEST

Applicant requests Commission recommend approval of Final Plat submittal to the City Council request is for subdivision of 115 residential lots & 4 open space lots.

II. **PROCESS**

- (b) Standards for approval. No final plat shall be approved by the director, the commission or the council unless the following standards have been met:
 - (1) The plat substantially conforms to the preliminary plat.
 - (2) Required public improvements have been constructed and accepted or a development agreement has been accepted by the city council providing for the subsequent completion of improvements.
 - (3) The plat conforms to applicable zoning and other regulations.
 - (4) Provision has been made for adequate public facilities under the terms of this chapter.
 - (5) The plat meets all other requirements of this chapter.

The commission shall recommend, and the city council shall approve a plat if:

- (1) It conforms to the general plan of the city and its current and future streets, alleys, parks, playgrounds, and public utility facilities;
- (2) It conforms to the general plan for the extension of the city and its roads, streets, and public highways within the city and its ETJ, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;
- (3) A bond required under V.T.C.A., Local Government Code § 212.0106, as amended, if applicable, is filed with the city; and
- (4) It conforms to these regulations.
- (c) Approval procedure. After administrative review of the final plat, and a determination made that all technical requirements of these regulations are satisfied, the director shall file the final plat, and place the final plat for consideration and action on the agenda of a public meeting of the commission. Minor plats may be approved by the director or referred to the commission in accordance with section 35-4(b). In the event of disapproval, reasons for disapproval shall be stated. Major plats can only be approved by the city council, after review by the director and consideration and action (or inaction) by the commission. One copy of the final subdivision plat shall be returned to the applicant with the date of approval or disapproval noted on the final plat, and, if the final plat is disapproved, the reasons for disapproval accompanying the final plat.

The final plat shall be approved if it satisfies the requisites set forth in subsection (b) above.

The Commission has the following options:

- 1. Recommend Approval to City Council of Final Plat FP20200759
- 2. Recommend Denial to City Council of Final Plat FP20200759

III. REVIEW HIST	ORY		
Body:	Petition:	Action:	Date:
Planning & Zoning	Final Plat	meeting before the	June 21,
Commission		Commission	2021
City Council	Final Plat	Meeting before the city	June 28,
		council	2021

IV. STAFF RECOMMENDATION

Recommend approval of Final Plat FP20200759 the proposed subdivision has been reviewed by City Staff & City Engineers and the proposal is in general conformance with applicable City Ordinances.

Shawn Fort, Director of Development Services



DEVELOPMENT APPLICATION

City of Princeton, Texas

			*				*		*		*				*			*				*			*		*
	O	tt:	٠.	-	11	٠.	_		٦.	الم	٠.																
	U	Ш	U	=	υ	S	е	ľ	J١	ш	٧																
								٠			,					٠							۰				
٠																											٠
																							٠				
								٠															٠				
٠																											
								÷															٠				
	~			_																							
	D	ai	ie.	٠	ł۴	c	e	ŀ١	e	n	١.												×				
,	-	~ .	٠,	•	•	•		• •	ř	_	٠	_	-	_		_	_		_	-	_		_				
								÷															÷				
	7	\sim		4				÷															÷				
	Z	J.		₩.																							
																							÷				

TEXAS DATE OF PRE-APPLICATION CON	FERENCE (require	d): REQUIRED	
Name of Subdivision or Project:			
Application Type	Application Fee*		Application Fee*
Land Study/Site Plan	\$	Preliminary Plat (Comple	ete Checklist) \$
Subdivision Const. Plan Review	\$	_x _Final Plat (Complete Check	\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\
Amended/Minor Plat	\$	Replat	\$
		TOTAL FEE SUBMIT	TED <u>\$1,038.60</u>
	-	namp Blvd. and Myrick Ln. Intersect eral Location approximate distance to returnate metes and bounds description)	
& PART OF PROPERTY ID: 2802847	[O/Ab-44 N	Tuesday and the difficulty in New	
A amagas 20 544 Evigting 7 an	. ,	o. and Tracts; or platted Subdivision Nar Requested Zoning: PD 11	ne with Lots/Biockj
Acreage: 28.544 Existing Zon	ing; <u>PD 11</u>	Attach a detailed description of requested zon	ning & development standards, if a PD]
OWNER'S NAME: DR HORTON - TEXA		Phone Number	
Applicant/Contact Person: DAVID L.		Title: VICE PR	
Company Name: DR HORTON - TEXA			
- · ·		City: ROWLETT	State: TX Zip: 75088
		Email Address: DBOOTH@DR	=
ENGINEER / REPRESENTATIVE'S	,		
	·		T MANAGER
Company Name: JBI PARTNERS, INC		Title. TROSEC	IWANAOLK
	Y RD STE 300	City: CARROLLTON	State: TX Zin: 75006
Phone: (214) 460 - 3729 F		<u> </u>	<u> </u>

ALL APPLICATIONS MUST BE COMPLETE AND REVIEWED BY THE DEVELOPMENT REVIEW COMMITTEE (DRC) BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. Incomplete submittals will not be accepted.

<u>SUBMISSIONS.</u> Submit One (1) FOLDED Copies of Plans and Surveys 24"x36" Prints [1"=100' scale] + One (1) 11X17, One (1) PDF File on CD to the Development Department with the submittal.

NOTICE OF PUBLIC RECORDS. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**READ BEFO	RE SIGNING BELOW:	
By signing this ap	oplication, staff is granted access to your property to perform work related to you	r case.
SIGNATURE:(L. Print or Type Nar Known to me to be Acknowledged to Capacity therein	I whive the statutory time limits in accordance With Section 212 of the Texas Local Government Code. etter of authorization required if signature is other than property owner) the the person whose name is subscribed to the above and foregoing instrument, and me that they executed the same for the purposes and consideration expressed and in the stated. Given under my hand and seal of office on this	2) hey 2021
	Notary Public in and for the State of Texas:	Williams
STATE OF TEX. COUNTY OF CO	AS)(the rduly authorized agent of the rue and correct. I understand
	**Owner / Age	nt (circle one)
	[Notary seal]	(5,10,000)
	SUBSCRIBED AND SWORN TO before me, this the day of	
	Notary Public in and for the State of Texas:	
Applicant Initial Below		City Use Initial Below
n	Application: Signed & Notarized Application with Original Signatures of all property owners and applicant	
NA	Written Verification such as: Notarized statement or "Power of Attorney" from real property owner authorizing an agent to act on his/her behalf.	
N	Proof of Ownership (e.g. General warranty deed; Special warranty deed; Title police; or	

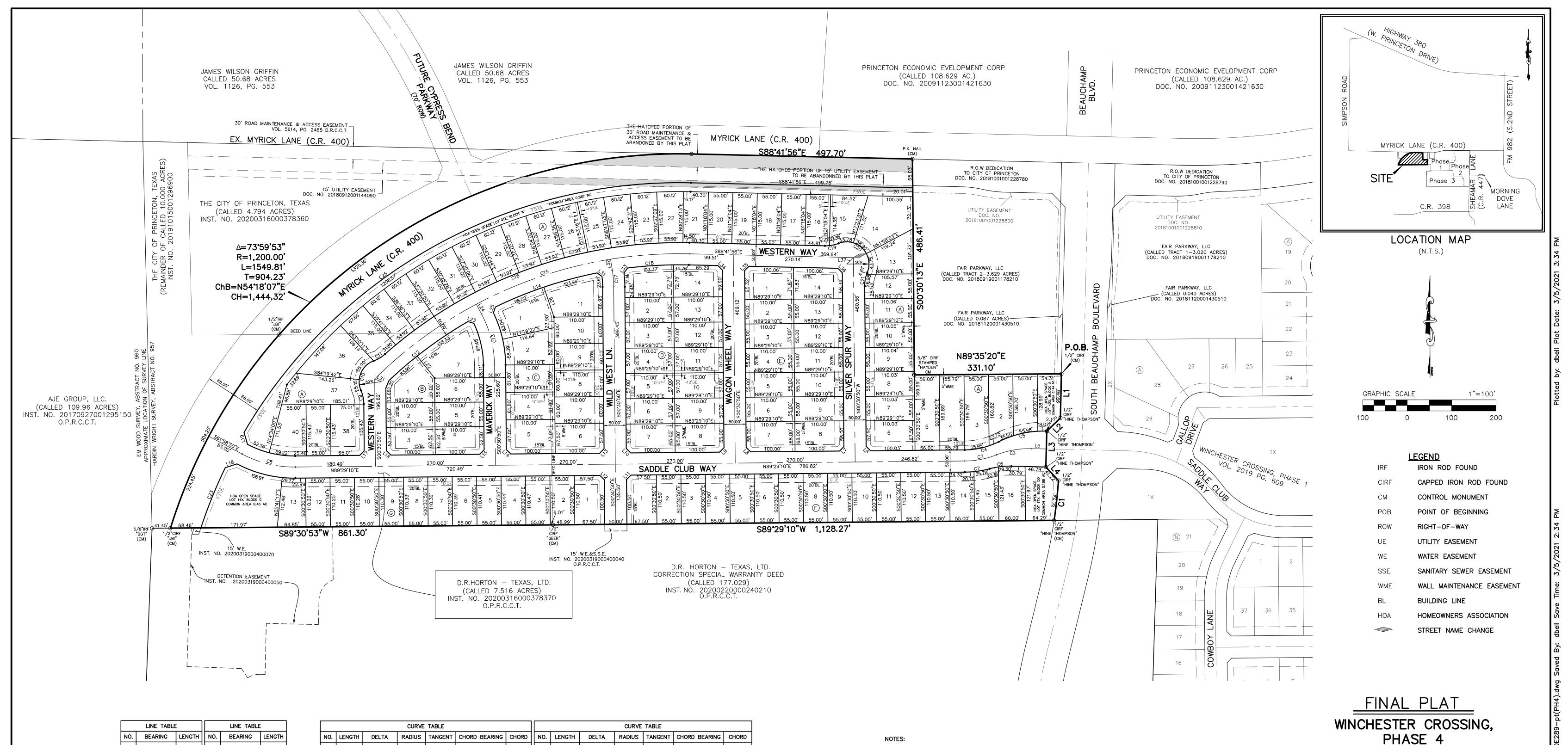
City of Princeton * 123 W. Princeton Drive, Princeton TX 75407 Office 972-736-6169 * Fax 972-734-2548 development-info@princetontx.us

Folded sets of drawings/plans One (1) 24"X36" and One (1) 11"X17",
One (1) PDF File on CD

Required Exhibits - As - Bails

Metes and Bounds Description

Boundary/Property Survey - PLAT BOWPARY



	LINE IADLE	•		LINE TABLE	•
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S01"17'48"W	99.46'	L20	N22°51'24"E	18.36'
L2	S45*57'21"W	42.68'	L21	S67°31'01"E	16.30'
L3	S01°27'43"W	80.64	L22	N38°24'38"W	63.27'
L4	S42°45'17"E	41.72'	L23	N73¶1'14"W	13.75'
L5	S88°41'56"E	33.99'	L24	N27°57'23"W	25.05'
L6	S45*30'50"E	14.14'	L25	N18*29'59"E	14.05'
L7	S44*29'18"W	14.14'	L26	N18°43'38"W	71.23'
L8	N45°30'50"W	14.14'	L31	N54°22'30"W	13.75'
L9	S44°29'10"W	14.14'	L32	N09°08'27"W	25.04'
L10	S45°30'50"E	14.14'	L33	S37°18'45"W	14.05'
L11	S44°29'10"W	14.14'	L34	S44°36'23"E	14.36'
L12	N45°30'50"W	14.14'	L35	N45°23'37"E	13.92'
L13	N44°29'10"E	14.14'	L36	S44*36'23"E	14.36'
L14	S45°30'50"E	14.14'	L37	N45°23'37"E	20.89'
L15	N44°29'10"E	14.14'			
L16	N45°30'50"W	14.14'			
			I		

L17 N44°29'10"E 14.14' L18 N72°08'35"E 27.85'

L19 N16°05'50"W 27.84'

			CURVE	TABLE						CURVE	TABLE		
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	90.24'	004*29'46"	1150.00'	45.15'	S06"1'07"W	90.22'	C15	782.93'	046'00'32"	975.00'	413.95'	S6817'48"W	762.07
C2	79.74'	022*50'39"	200.00'	40.41'	S79*52'44"W	79.21	C16	747.33'	042*49'07"	1000.00'	392.08'	S69*53'30"W	730.06
С3	73.41'	021°01'45"	200.00'	37.12'	N78 * 58'17"E	72.99'	C17	37.64'	008*37'37"	250.00'	18.86'	N04°49'39"W	37.61'
C4	79.70'	026°05'35"	175.00'	40.55'	N76°26'22"E	79.01	C18	138.13'	00819'51"	950.00'	69.19'	S87*08'08"W	138.01
C5	109.60'	027*54'30"	225.00'	55.91'	S77*20'49"W	108.52	C19	31.58'	022*37'12"	80.00'	16.00'	N79*59'28"E	31.38'
C6	49.47'	016"11'54"	175.00'	24.90'	S83¶2'07"W	49.31'	C20	116.44'	133°25'29"	50.00'	116.17	N44°36'23"W	91.85'
C7	56.48'	014*22'59"	225.00'	28.39'	N82°17'40"E	56.33'	C21	31.58'	022*37'12"	80.00'	16.00'	S10°47'46"W	31.38'
С8	124.50'	028'32'01"	250.00'	63.57'	S76"4'50"E	123.22'	C23	146.37	007*23'20"	1135.00'	73.29'	S22°03'12"W	146.27
C9	31.59'	022'37'35"	80.00'	16.00'	N11°49'38"W	31.39'	C25	1208.57	061°00'35"	1135.00'	668.70'	S60°47'46"W	1152.28'
C10	81.05'	092*52'37"	50.00'	52.58'	S2317'54"W	72.46'							
C11	29.68'	02175'16"	80.00'	15.01'	N59°06'34"E	29.51'							
C12	222.24'	013°24'13"	950.00'	111.63'	S5313'50"W	221.73'							
C13	119.74	027°26'33"	250.00'	61.04'	N14~14'07"W	118.60'							
C14	241.97'	014*35'36"	950.00'	121.64'	S71°27'05"W	241.31'							

NOTES:

1. "NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."

2. EXCEPT AS SHOWN ON THIS FINAL PLAT, ACCORDING TO COMMUNITY PANEL NO. 48085C0295 J, DATED JUNE 2, 2009 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP ALL OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN).

3. HOA OPEN SPACE LOTS 41X & 42X, BLOCK A; LOT 17X, BLOCK F AND LOT 14X, BLOCK G ARE DEDICATED FOR SCREENING, LANDSCAPING AND DRAINAGE EASEMENTS ONLY AND SHALL BE OWNED & MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. FENCING ALONG OPEN SPACE -NON RESIDENTIAL LOTS SHALL COMPLY WITH PD-11 ZONING REQUIREMENTS.

4. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH ZONING ORDINANCE PD-11.

5. SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE THOROUGHFARE PLAN AND SUBDIVISION ORDINANCE.

6. ALL CORNERS NOT LABELED ARE ONE-HALF INCH IRON ROD SET WITH A YELLOW CAP STAMPED "JBI" UNLESS NOTED OTHER WISE.

BLOCK A, LOTS 1-40 & 41X-42X; BLOCK B, LOTS 1-7; BLOCK C, LOTS 1-11; BLOCK D, LOTS 1-14; BLOCK E, LOTS 1-14;

28.544 ACRES OUT OF THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957

BLOCK F, LOTS 1-16 & 17X; BLOCK G, LOTS 1-13 & 14X

CITY OF PRINCETON COLLIN COUNTY, TEXAS

LOTS DEVELOPED PER PD-11 STANDARDS

D.R. HORTON-TEXAS, LTD.	OWNER/DEVELOPER
4306 Miller Road, Suite A Rowlett, Texas 75088 Contact: David L. Booth	(214) 607-4244

SURVEYOR/ENGINEER JBI PARTNERS, INC. (972)248-7676

Carrollton, Texas 75006 Contact: Lee Radley, P.E.
TBPE No. F-438 TBPLS No. 10076000

115 RESIDENTIAL LOTS

2121 Midway Road, Suite 300

4 HOA OPEN SPACE LOTS

March 5, 2021

SHEET 1 of 2

STATE OF TEXAS §

COLLIN COUNTY §

WHEREAS, D.R. HORTON — TEXAS, LTD. is the owner of a parcel of land located in the City of Princeton, Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and being a part of that called 178.954 acre tract of land described in deed to D.R. HORTON — TEXAS, LTD. as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas, and also being all of that called 7.516 acre tract of land described in deed to D.R. HORTON — TEXAS, LTD. as recorded in Document Number 20200316000378370, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one—half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of that called 0.087 acre tract of land described in deed to Fair Parkway, L.P. as recorded in Document Number 20181120001430510, Official Public Records of Collin County, Texas;, said point also being in the west line of Beauchamp Boulevard (a variable width right—of—way) dedicated by Winchester Crossing, Phase 1, an addition to the City of Princeton, as recorded in Volume 2019, Page 609, Official Public Records of Collin County, Texas;

THENCE along the west line of said Beauchamp Boulevard as follows:

South 01 degrees 17 minutes 48 seconds West, 99.46 feet a one—half inch iron rod with blue cap stamped "HINE THOMPSON" found for corner:

South 45 degrees 57 minutes 21 seconds West, 42.68 feet to a one—half inch iron rod with blue cap stamped "HINE THOMPSON" found for corner:

South 01 degrees 27 minutes 43 seconds West, 80.64 feet to a one—half inch iron rod with blue cap stamped "HINE THOMPSON" found for corner:

South 42 degrees 45 minutes 17 seconds East, 41.72 feet to a one—half inch iron rod with blue cap stamped "HINE THOMPSON" set for corner:

Southwesterly, 90.24 feet along a curve to the right having a central angle of 04 degrees 29 minutes 46 seconds, a radius of 1,150.00 feet, a tangent of 45.15 feet, whose chord bears South 06 degrees 11 minutes 07 seconds West, 90.22 feet to a one—half inch iron rod with blue cap stamped "HINE THOMPSON" found for corner in the north line of that called 177.029 acre tract of land described in deed to D.R. HORTON — Texas, LTD. as recorded in Document Number 20191018001313040, Official Public Records of Collin County, Texas;

THENCE along the north line of said 177.029 acre tract as follows:

South 89 degrees 29 minutes 10 seconds West, 1,128.27 feet to a one—half inch iron rod with cap stamped "GEER" found at the southeast corner of said 7.516 acre tract;

South 89 degrees 30 minutes 53 seconds West, 861.30 feet to a one—half inch iron rod with yellow cap stamped "JBI" found at the southwest corner of said 7.516 acre tract, from which said one—half inch iron rod with cap bears South 89 degrees 30 minutes 53 seconds West, 41.45 feet to a five—eighths inch iron rod with cap stamped "BGT" found at the northwest corner of said 177.029 acre tract;

THENCE Northeasterly, at 504.25 feet passing a one—half inch iron rod with yellow cap stamped "JBI" found at the northwest corner of said 7.516 acre tract, said point being the southeast corner of that called 4.794 acre tract of land described in deed to the City of Princeton as recorded in Document Number 20200316000378360, Official Public Records of Collin County, Texas, in all a total distance of 1,549.81 feet along a curve to the right having a central angle of 73 degrees 59 minutes 53 seconds, having a radius of 1,200.00 feet, a tangent of 904.23 feet, and whose chord bears North 54 degrees 18 minutes 07 seconds East, 1,444.32 feet to a one—half inch iron rod with yellow cap stamped "JBI" set at the north east corner of said 4.794 acre tract, said point being in the north line of said 178.954 acre tract and the approximate centerline of County Road 400:

THENCE South 88 degrees 41 minutes 56 seconds East, 497.70 feet along the north line of said 178.954 acre tract and the approximate centerline of County Road 400 to a "PK" Nail found for corner;

THENCE South 00 degrees 30 minutes 13 seconds East, 486.41 feet to a five—eighths inch iron rod with cap stamped "HAYDEN" found at the southwest corner of Tract 2— called 3.629 acres as described in deed to Fair Parkway, LLC as recorded in Document Number 20180919001178210, Official Public Records of Collin County, Texas:

THENCE North 89 degrees 35 minutes 20 seconds East, 331.10 feet to the POINT OF BEGINNING and containing 1,243,395 square feet or 28.544 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are arid distance values.

DEDICATION STATEMENT

NOW THEREFORE. KNOW ALL MEN BY THESE PRESENTS:

That D.R. HORTON — TEXAS, LTD., acting herein by and through its duly—authorized officers, does hereby adopt this plat designating the herein above described property as WINCHESTER CROSSING, PHASE 4, an addition to the City of Princeton, Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances, except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Princeton's use thereof. The City of Princeton and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the City of Princeton or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

D.R. HORTON — TEXAS, LTD., does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above—described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Princeton.

WITNESS MY HAND THIS ____ DAY OF _____, 2021.

David L. Booth,
an Authorized Agent for D.R. Horton — Texas, Ltd.

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared David L. Booth, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this ____ day of ____, 2021.

Notary Signature

CERTIFICATE OF COMPLETION "ACCEPTED" DATE CITY OF PRINCETON, TEXAS THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF PRINCETON, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF WINCHESTER CROSSING, PHASE 4 SUBDIVISION OR ADDITION TO THE CITY OF PRINCETON WAS SUBMITTED TO THE CITY COUNCIL ON THE _____ DAY OF _____, 2019, AND THE COUNCIL, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACED, AND WATER AND SEWER LINES AS SHOWN AND SET FORTH IN AND UPON SAID PLAT AND SAID COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREINABOVE SUBSCRIBED. WITNESS MY HAND THIS ____ DAY OF ____, A.D., 2021. CITY SECRETARY DATE CITY OF PRINCETON, TEXAS

"RECOMMENDED FOR APPROVAL"	
CHAIRMAN, PLANNING AND ZONING COMMISSION CITY OF PRINCETON, TEXAS	DATE
"APPROVED"	
MAYOR, CITY OF PRINCETON, TEXAS	DATE

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Mark W. Harp, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Princeton, Collin County, Texas.

Dated this ____, day of _____, 2021.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT Mark W. Harp, R.P.L.S. No. 6425



STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021

Notary Public, State of Texas



FINAL PLAT

WINCHESTER CROSSING, PHASE 4

BLOCK A, LOTS 1-40 & 41X-42X;
BLOCK B, LOTS 1-7; BLOCK C, LOTS 1-11;
BLOCK D, LOTS 1-14; BLOCK E, LOTS 1-14;
BLOCK F, LOTS 1-16 & 17X; BLOCK G, LOTS 1-13 & 14X

28.544 ACRES OUT OF THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957

CITY OF PRINCETON COLLIN COUNTY, TEXAS

LOTS DEVELOPED PER PD-11 STANDARDS

D.R. HORTON-TEXAS, LTD. OWNER/DEVELOPER

4306 Miller Road, Suite A
Rowlett, Texas 75088
Contact: David L. Booth

JBI PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972)248-7676

Carrollton, Texas 75006 Contact: Lee Radley, P.E. TBPE No. F-438 TBPLS No. 10076000

115 RESIDENTIAL LOTS 4 HOA OPEN SPACE LOTS

March 5, 2021

SHEET 2 of 2



City of Princeton P&Z and City Council Staff Report

TEXAS

FP20191509 – Final Plat Request – (Arcadia Farms Phase 7) being a 13.015 acre tract of land in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas., – Lennar Homes of Texas Land and Construction, LTD, – Applicant, Kimley-Horn & Associates., - Engineer.

STAFF REPORT

I. <u>SITE DATA</u>

SITE DATA

Existing Zoning: PD#3

Existing use: Single Family Lot Size: 13.015 Acres

Direction	Zoning	Existing Land Use
North	PD#3	Single Family
East	PD#3	Single Family
South	PD#3	Single Family
West	PD#3	Single Family



REQUEST

Applicant requests Commission recommend approval of Final Plat submittal to the City Council request is for subdivision of 72 residential lots & 1 open space lots.

II. PROCESS

- (b) Standards for approval. No final plat shall be approved by the director, the commission or the council unless the following standards have been met:
 - (1) The plat substantially conforms to the preliminary plat.
 - (2) Required public improvements have been constructed and accepted or a development agreement has been accepted by the city council providing for the subsequent completion of improvements.
 - (3) The plat conforms to applicable zoning and other regulations.
 - (4) Provision has been made for adequate public facilities under the terms of this chapter.
 - (5) The plat meets all other requirements of this chapter.

The commission shall recommend, and the city council shall approve a plat if:

- (1) It conforms to the general plan of the city and its current and future streets, alleys, parks, playgrounds, and public utility facilities;
- (2) It conforms to the general plan for the extension of the city and its roads, streets, and public highways within the city and its ETJ, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;
- (3) A bond required under V.T.C.A., Local Government Code § 212.0106, as amended, if applicable, is filed with the city; and
- (4) It conforms to these regulations.
- (c) Approval procedure. After administrative review of the final plat, and a determination made that all technical requirements of these regulations are satisfied, the director shall file the final plat, and place the final plat for consideration and action on the agenda of a public meeting of the commission. Minor plats may be approved by the director or referred to the commission in accordance with section 35-4(b). In the event of disapproval, reasons for disapproval shall be stated. Major plats can only be approved by the city council, after review by the director and consideration and action (or inaction) by the commission. One copy of the final subdivision plat shall be returned to the applicant with the date of approval or disapproval noted on the final plat, and, if the final plat is disapproved, the reasons for disapproval accompanying the final plat. The final plat shall be approved if it satisfies the requisites set forth in subsection (b) above.

The Commission has the following options:

- 1. Recommend Approval to City Council of Final Plat FP20191509
- 2. Recommend Denial to City Council of Final Plat FP20191509

III. REVIEW HIST	ORY		
Body:	Petition:	Action:	Date:
Planning & Zoning	Final Plat	meeting before the	June 21,
Commission		Commission	2021
City Council	Final Plat	Meeting before the city	June 28
		council	,2021

IV. STAFF RECOMMENDATION

Recommend approval of Final Plat FP20191509 the proposed subdivision has been reviewed by City Staff & City Engineers and the proposal is in general conformance with applicable City Ordinances.

Shawn Fort, Director of Development Services



DEVELOPMENT APPLICATION

City of Princeton, Texas

																		_	_	
Office Date Only			ē		_		Ī	'n,		,	- 1			4		-		-	ī	,
Office Use Only	ì		1		3								*		7				*	
							c		ı		0	-							0	
1 - 1 - 1		,		٠						ä		÷				ä				'n
TO THE RESERVE OF THE PARTY OF							á		à				4				A		A	
tide to the t						Τ										4				
FOR BUILDING BUILDING			٠.						+		+				4		4		4.	
		+		*		=														
m 1 m 1 1 1	٠						-		4		+		+		4		-		+	
Date Received:														1						
	_		_	-		-	7		-	_	-	_	-				4		4.	
entre of the second		+		1																
Print to Print to the	-		+		-		-		+				٠						٠,	
70 4						÷														
ZC. #:	4		ii.		-		ď		÷		+				÷		-		-	
N	_	1		٠		+			Т	-		7.				-				
with the same of the same					-				-		-				-					

DATE OF PRE-APPLICATION CONFERENCE (required): REQUIRED 20191509 Name of Subdivision or Project: Arcadia Farms, Phase 7 **Application Type** Application Fee* Application Fee* Land Study/Site Plan Preliminary Plat (Complete Checklist) \$_ Subdivision Const. Plan Review X Final Plat (Complete Checklist) s 650.38 Amended/Minor Plat Replat TOTAL FEE SUBMITTED Physical Location of Property: Approximately 3,000' south of the intersection of US 380 & Cypress Bend Parkway Address and General Location -- approximate distance to nearest existing street comert Brief Legal Description of Property (must also attach accurate metes and bounds description): A tract of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas and being a portion of a called 102.429- acre tract [Survey/Abstract No. and Tracts, or platted Subdivision Name with Lots/Block] Acreage: 13.015 Existing Zoning: PD-3 Requested Zoning: [Attach a detailed description of requested zoning & development standards, if a PD] OWNER'S NAME: Lennar Homes of Texas Land and Construction, Ltd. ___Phone Number: 214-577-1056 Title: Entitlements Manager Applicant/Contact Person: Elizabeth Bentley Company Name: Lennar Homes of Texas Street/Mailing Address: 1707 N. Market Place Blvd., Suite 100 City: State: TX Zip: 75063 Irving Email Address: Elizabeth.Bentley@Lennar.com Phone: (214) 577-1056 Fax: (___) ENGINEER / REPRESENTATIVE'S NAME: Kimley-Hom and Associates, Inc. Contact Person: Jeremy Pitts Company Name: Kimley-Horn and Associates, Inc. Street/Mailing Address: 13455 Noel Rd. Two Galleria Office Tower, Suite 700 City: Dallas State: TX Zip: 75240 Phone: (972) 776-1768 Fax: (__) Email Address: Jeremy.Pitts@kimley-horn.com

<u>ALL APPLICATIONS MUST BE COMPLETE AND REVIEWED BY THE DEVELOPMENT REVIEW COMMITTEE (DRC) BEFORE THEY WILL BE</u> SCHEDULED FOR P&Z AGENDA. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. Incomplete submittals will not be accepted.

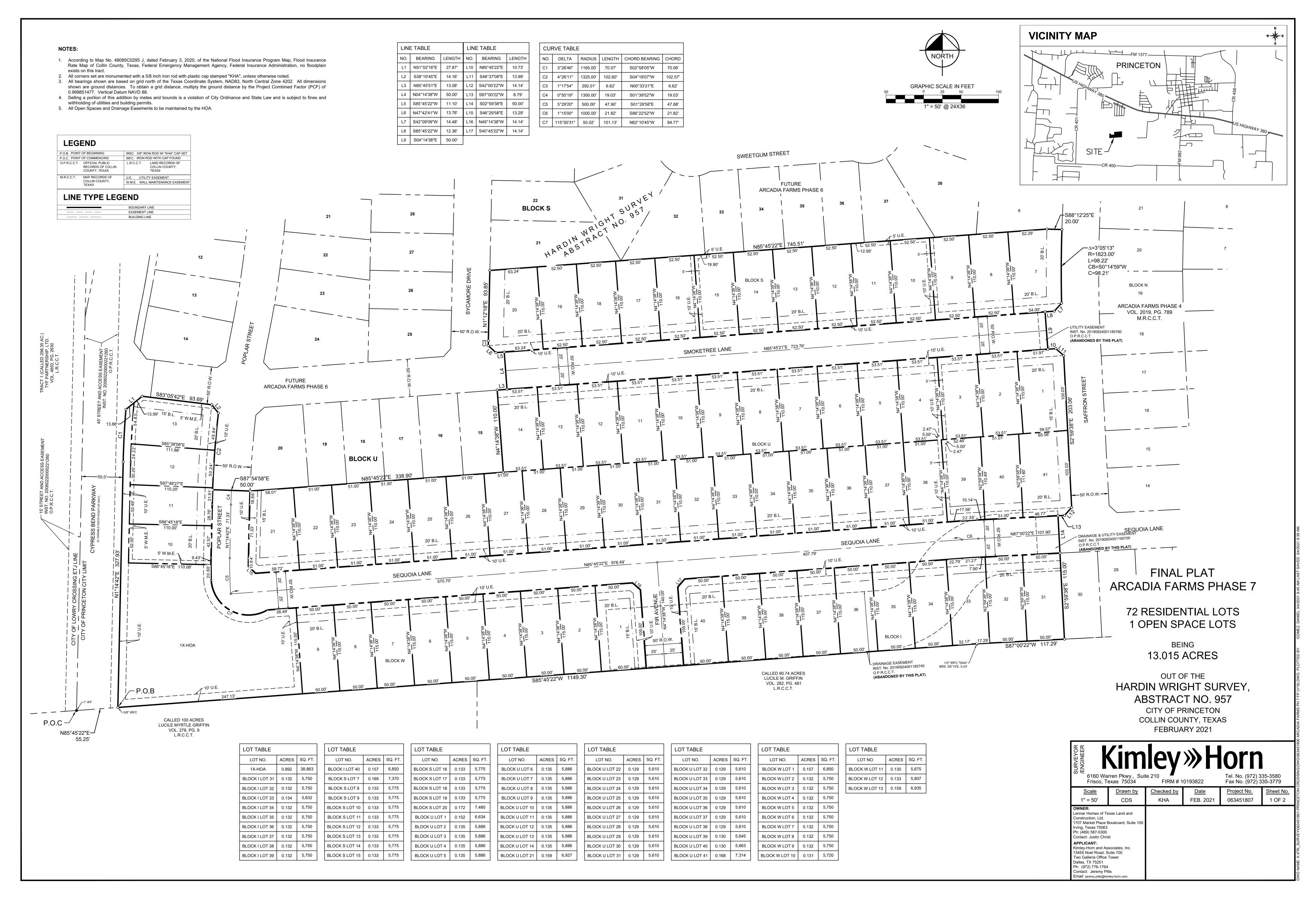
SUBMISSIONS. Submit One (1) FOLDED Copies of Plans and Surveys 24"x36" Prints [1"=100" scale] + One (1) 11X17, One (1) PDF File on CD to the Development Department with the submittal

NOTICE OF PUBLIC RECORDS. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**READ BEFORE SIGNING BELOW:

By signing this a	pplication, staff is granted access to your property to perform work related to you	ir case.
	I waive the statutory time limits in accordance With Section 212 of the Texas Local Government Code.	
SIGNATURE:	Yennider Elle	
	etter of authorization required if signature is other than property owner)	
Print or Type Nar	ne: Jannifar Eller	
Known to me to b	e the person whose name is subscribed to the above and foregoing instrument, and	
	me that they executed the same for the purposes and consideration expressed and in that tated. Given under my hand and seal of office on this 23 relay of 20	e21
1 2 Ay	URA LYNN SALGADO tary ID #125169119 Commission Expires January 18, 2025 Notary Public in and for the State of Texas:	pril 21.
If there should be Signatures. If appl available upon subn	more than one property owner complete a separate sheet with the same wording as below. icant is other than the property owner a "Power of Attorney" with original, notarized signatural;	The City requires all Original res are required. (Notaries are
STATE OF TEXA	AS)(
COUNTY OF CO	DLLIN)(
under owner	ORE ME, a Notary Public, on this day personally appeared	rue and correct. I understand
	**Owner / Age	nt (circle one)
	SUBSCRIBED AND SWORN TO before me, this the day of	
	Notary Public in and for the State of Texas:	
Applicant	Submittal Check List	City Use
Initial Below		Initial Below
	Application: Signed & Notarized Application with Original Signatures of all property owners and applicant	
	Written Verification such as: Notarized statement or "Power of Attorney" from real	
	property owner authorizing an agent to act on his/her behalf. Proof of Ownership (e.g. General warranty deed; Special warranty deed; Title police; or	
	document approved by the City Planner)	
	Required Exhibits	
	Metes and Bounds Description	
	Boundary/Property Survey	
	Folded sets of drawings/plans One (1) 24"X36" and One (1) 11"X17", One (1) PDF File on CD	

City of Princeton * 123 W. Princeton Drive, Princeton TX 75407 Office 972-736-6169 * Fax 972-734-2548 development-info@princetontx.us



OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

CITY OF PRINCETON §

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., is the owner of the following described tract of land:

BEING a tract of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas, and being a portion of a called 102.429 acre tract of land conveyed to Lennar Homes of Texas Land and Construction, Ltd., as evidenced in a Special Warranty Deed recorded in Instrument No. 20190107000020490, of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMINCING at a 1-inch iron pipe found for the southwest corner of said 102.429 acre tract, same being the southeast corner of a called Tract 1 (298.35 acres) conveyed to TYF Partnership, Ltd., as evidenced in a Special Warranty Deed recorded in Volume 4653, Page 2630 of said Land Records, same also being on the northerly line of a called 100 acre tract of land conveyed to Lucile Myrtle Griffin as evidenced in a deed recorded in Volume 278, Page 9 of said Land Records;

THENCE North 85°45'22" East, along the southerly line of said 102.429 acre tract and the northerly line of said 100 acre tract, a distance of 55.25 feet to the **POINT OF BEGINNING**:

THENCE departing the southerly line of said 102.429 acre tract and the northerly line of said 100 acre tract, the following courses:

North 01°14'42" East, a distance of 327.93 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right having a central angle of 3°26'46", a radius of 1165.00 feet, a chord bearing and distance of North 2°58'05" East, 70.06 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 70.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 51°02'16" East, a distance of 27.87 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 83°05'42" East, a distance of 93.69 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 38°10'45" East, a distance of 14.16 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 4°26'11", a radius of 1325.00 feet, a chord bearing and distance of South 4°18'07" West, 102.57 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 102.60 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 87°54'58" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 85°45'22" East, a distance of 338.90 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 04°14'38" West, a distance of 110.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; North 85°45'51" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 04°14'38" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 85°45'22" West, a distance of 11.10 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 47°42'41" West, a distance of 13.76 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a

central angle of 1°17'54", a radius of 292.01 feet, a chord bearing and distance of North 0°33'21" East, 6.62 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 6.62 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 01°12'18" East, a distance of 93.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 85°45'22" East, a distance of 745.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 88°12'25" East, a distance of 20.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 3°05'13", a radius of 1823.00 feet, a chord bearing and distance of South 0°14'59" West, 98.21 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 98.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 42°09'09" West, a distance of 14.48 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 85°45'22" West, a distance of 12.36 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 04°14'38" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 85°45'22" East, a distance of 10.73 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 48°37'08" East, a distance of 13.99 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 02°59'38" East, a distance of 203.06 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 42°00'22" West, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 87°00'22" West, a distance of 8.79 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 02°59'38" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 02°59'38" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the southerly line of said 102.429 acre tract, same also being on the northerly line of a tract of a called 90.74 acre tract of land conveyed to Lucile M. Griffin as evidenced in a deed recorded in Volume 282, Page 481 of the Land Records of Collin County, Texas;

THENCE South 87°00'22" West, along the southerly line of said 102.429 acre tract and the northerly line of said 90.74 acre tract a distance of 117.29 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner from which a 1/2" iron rod with plastic cap stamped "DAA" bears South 09°10' East, a distance of 0.43 feet;

THENCE South 85°45'22" West, continuing along the southerly line of said 102.429 acre tract, the northerly line of said 90.74 acre tract and the northerly line of said 100 acre tract, a distance of 1149.30 feet to the **POINT OF BEGINNING** and containing 13.015 acres (566,924 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., does hereby adopt this plat designating the hereinbefore described property as ARCADIA FARMS PHASE 7, an Addition to the City of Princeton, Collin County, Texas, and do hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Princeton, Texas.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

BY: U. S. Home Corporation,
a Delaware corporation,
its General Partner

BY:

Signature

Name and Title

STATE OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _______ of Lennar Texas Holding Company, a Texas corporation, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

SURVEYOR'S CERTIFICATE

I, Michael B. Marx, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision.

Signature

Michael B. Marx
Registered Professional Land Surveyor #5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
(972) 335-3580

PRELIMINARY

THIS DOCUMENT SHALL

NOT BE RECORDED FOR

ANY PURPOSE AND

SHALL NOT BE USED OR

VIEWED OR RELIED

UPON AS A FINAL

SURVEY DOCUMENT

STATE OF TEXAS COUNTY OF COLLIN

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

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

Notary Public in and for the State of Texas

NOTICE

Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law and is subject to fines and withholding of utilities and building permits.

"Recommended for Approval"

Mayor, City of Princeton, Texas

Chairman, Planning & Zoning Commission
City of Princeton, Texas

"Approved"

_____ Date

CERTIFICATE OF COMPLETION

"Accepted"

Mayor, City of Princeton, Texas

The undersigned, the City Secretary of the City of Princeton, Texas,

hereby certifies that the foregoing final plat of the Arcadia Farms Phase 7 to the City of Princeton was submitted to the City Council on the _____ day of ____ 20 ____, and the Council, by formal action, then and there accepted the dedication of

and the Council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of ____,
A.D. 20____

City Secretary
City of Princeton, Texas

FINAL PLAT ARCADIA FARMS PHASE 7

72 RESIDENTIAL LOTS
1 OPEN SPACE LOTS

BEING 13.015 ACRES

OUT OF THE
HARDIN WRIGHT SURVEY,
ABSTRACT NO. 957

CITY OF PRINCETON COLLIN COUNTY, TEXAS FEBRUARY 2021

SURVEYOR /ENGINEER	(im	ley	»»H	orn	
6160 Wa	rren Pkwy., Sui exas 75034		0193822	Tel. No. (972) 3 Fax No. (972) 3	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No
N/A	CDS	KHA	FEB. 2021	063451801	2 OF 2
OWNER: Lennar Homes of Te Construction, Ltd. 1707 Market Place E Irving, Texas 75063 Ph: (469) 587-5300 Contact: Justin Chris APPLICANT: Kimley-Horn and As 13455 Noel Road, S Two Galleria Office Dallas, TX 75251 Ph: (972) 776-1764 Contact: Jeremy Pi Email: jeremy.pitts@kir	Boulevard, Suite 100 st sociates, Inc. suite 700 Tower				

27



City of Princeton P&Z and City Council Staff Report

TEXAS

PL20211321 – Preliminary Plat – a 3.078 acre tract of land, Proposed Lot 3, Block B, Princeton Crossroads, City of Princeton, Collin County, Texas. Peoples Bank, Applicant – Hickman Consulting Engineers, - Representative

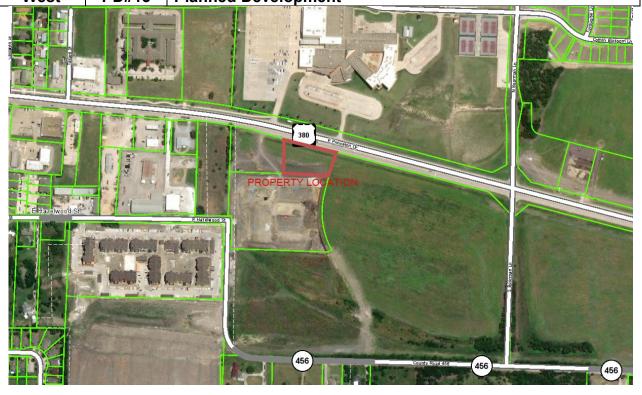
STAFF REPORT

I. SITE DATA

SITE DATA

Existing Zoning: PD#13
Existing use: Vacant
Lot Size: 3.078 Acres

Direction	Zoning	Existing Land Use
North	C-2	Commercial
East	PD#13	Planned Development
South	PD#13	Multifamily
West	PD#13	Planned Development



REQUEST

Applicant requests Commission and Council approve the preliminary plat request to allow for the construction of a new commercial bank building.

II. PROCESS

• Approval procedure. After administrative review of the preliminary plat and a determination that all prerequisites to filing have been satisfied, the director shall place the preliminary plat for consideration and action on the agenda of a public meeting by the commission. Minor plats may be approved by the director or referred to the commission in accordance with subsection 35-4(b). Major plats can only be approved by the city council, after review by the director and consideration and action by the commission. In the event of disapproval, reasons for disapproval shall be stated. The approval of the preliminary plat by the city council shall be effective for a period of 180 days after the approval date, unless reviewed by the commission and city council in the light of new or significant information, which would necessitate the revision of the preliminary plat, such revision being subject to the same procedures as the original preliminary plat.

If a final plat for the subdivision, or a portion thereof, has not been submitted, or if a change in requirements has not occurred which would affect the preliminary plat, at the end of the 180 days after approval by the city council, the preliminary plat shall be null and void, with no further action by city staff, the commission, or city council, unless the subdivider has, in writing, requested and received an extension of time recommended by the commission and approved by the city council.

The Commission has the following options:

- 1. Recommend Approval to City Council of Preliminary Plat PL20211321
- 2. Recommend Denial to City Council of Preliminary Plat PL20211321

III. REVIEW HIST	ORY		
Body:	Petition:	Action:	Date:
Planning & Zoning	Preliminary Plat	meeting before the	June 21,
Commission	_	Commission	2021
City Council	Preliminary Plat	Meeting before the city	June 28,
	-	council	2021

IV. STAFF RECOMMENDATION

Recommend Approval of Preliminary Plat 20211231 The proposed subdivision has been reviewed by City Staff & City Engineers and the proposal is in general conformance with applicable City Ordinances and the Comprehensive Plan.

Shawn Fort, Director of Development Services



June 14, 2021

Mr. Shawn Fort, CFM Director of Development Services City of Princeton 123 W. Princeton Drive Princeton, TX 75407

RE: Review of the Second Submittal of the Preliminary Plat for Peoples Bank

KHA No. 064551309

Dear Shawn:

We have completed our review of the second submittal of the Preliminary Plat for the above referenced project.

The Preliminary Plat was received via email for review on June 14, 2021.

Please see the initial submittal review letter for the project findings.

Our initial submittal review comments have been addressed and we recommend approval as submitted.

A detailed review of the water, wastewater and drainage facilities shown will be completed at time of construction drawing submittal. This review only covers those items listed in Section 35-17 – Preliminary Plat Requirements.

I am available to discuss our findings and this review if deemed necessary.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Joseph E. Helmberger, P.E.

Joseph E. Hanso FE.



DEVELOPMENT APPLICATION

City of Princeton, Texas

Office Use Only	-:-::::
Date Received:	
. ŻĆ: #! <u>-:</u>	
. 20	1.1.1.1.1

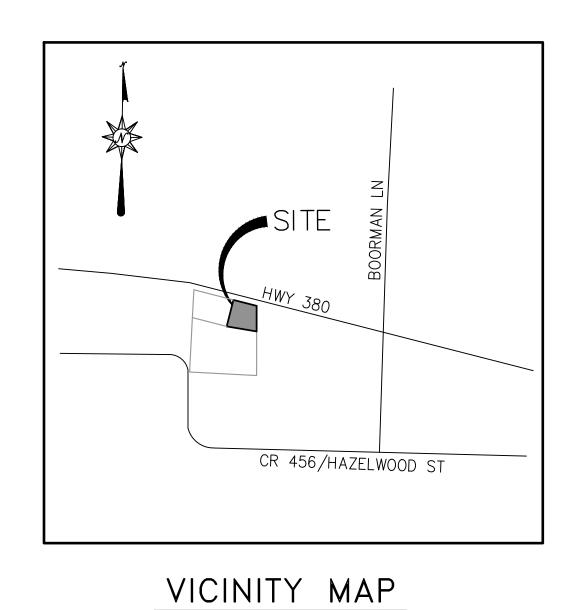
TEXAS DATE OF PRE-APPLICATION CON Name of Subdivision or Project:	FERENCE (required):	RECURED	
Application Type	Application Fee*		Application Fee*
Land Study/Site Plan	\$	Preliminary Plat (Complete Final Plat (Complete Checkli	e Checklist) \$_248
Subdivision Const. Plan Review	\$	Final Plat (Complete Checkli	ist) \$
Amended/Minor Plat	\$	Replat	\$
Development Plat	\$		
		TOTAL FEE SUBMITT	ED <u>\$ 248</u> °°
Physical Location of Property: SWC Brief Legal Description of Property Lot 3 Block B Princeton Crossroads Addition	(Must also attach accurate	e metes and bounds description):	
	•	nd Tracts; or platted Subdivision Name	ə with Lots/Block]
Acreage: 3.078 Existing Zoni	ng: PD-13 Requ	uested Zoning: PD-13 ch a detailed description of requested zonion	ng & development standards, if a PD]
OWNER'S NAME: Peoples Bank		Phone Number:	
Applicant/Contact Person: William I	Воое	Title: COO	
Company Name: Peoples Bank			
Street/Mailing Address: 5820 82nd	Street	City: Lubbock	State: TX Zip: 79424
Phone: (806) 794-0044 Fa	ax: () <u>806-794-9262</u>	Email Address: wbooe@peo	plesbanktexas.com
ENGINEER / REPRESENTATIVE'S	NAME: Hickman Consu	Iting Engineers	
Contact Person: Falguni Patel		Title: Project I	Manager
Company Name: Hickman Consulti			
Street/Mailing Address: 3094 Co R		City: Farmersville	State: TX Zip: 75442
Phone: (972) 784-2499 Factor F	'ax <u>' ()</u>	Email Address: falquni	p@ qmail.com
ALL APPLICATIONS MUST BE COMPLETE SCHEDULED FOR P&Z AGENDA. It is the app Subdivision Ordinances, and any separate submit plans to be submitted, application fees, etc. Please SUBMISSIONS. Submit One (1) FOLDED Complete Department with the submittal. NOTICE OF PUBLIC RECORDS. The submission these items may be viewed by the general public plans/drawings) will be considered consent by the	plicant's responsibility to be fam nittal policies, requirements and ase contact City staff in advance pies of Plans and Surveys 24"x ion of plans/drawings with this a ic. Unless the applicant express	niliar with, and to comply with, all City sub d/or checklists that may be obtained from e for submittal requirements. Incomplete 436" Prints [1"=100' scale] + One (1) 112 application makes such items public recordistly states otherwise in writing, submission	omittal requirements (in the Zoning & n City staff), including the number of submittals will not be accepted. (17. One (1) PDF File on CD to the d, and the applicant understands that on of this application (with associated)

**READ BEFORE SIGNING BELOW:

By signing this app	lication, staff is granted access to your property to perform work related to your c	ase.
	I waive the statutory time limits in accordance With Section 212 of the Texas Local Government Code.	
SIGNATURE:	William Booe	
(Let	ter of authorization required if signature is other than property owner)	
Print or Type Name	. William Booe	
Known to me to be	the person whose name is subscribed to the above and foregoing instrument, and	
Acknowledged to m	e that they executed the same for the purposes and consideration expressed and in the	
Capacity therein sta	ted. Given under my hand and seal of office on this 144 day of June 2021	-
TER	RESA G. AGUILAR stary Public; State of Texas Notary IDI 129630540 SUBSCRIBED AND SWORN TO before me, this the 14 day of 1	2001
My C	ommission Expires 12-10-2022 II	ne , 2021.
	Notary Public in and for the State of Texas:	J. Hanilar
Signatures. If application available upon submit STATE OF TEXAS COUNTY OF COL)(are required. (Notaries are
		th a
undersig owner.	E ME, a Notary Public, on this day personally appeared	and correct. I understand
	**Owner / Agent	(civela ona)
I.V.	lotary seal]	(circie one)
ş. • ·	SUBSCRIBED AND SWORN TO before me, this the day of	
	Notary Public in and for the State of Texas:	
	·	
A 1	Submitted Cheek Ligt	City Use
Applicant Initial Below	Submittal Check List	Initial Below
mittai Below	Application: Signed & Notarized Application with Original Signatures of all property owners and applicant	
	Written Verification such as: Notarized statement or "Power of Attorney" from real property owner authorizing an agent to act on his/her behalf.	
	Proof of Ownership (e.g. General warranty deed; Special warranty deed; Title police; or document approved by the City Planner)	- Harrison
	Required Exhibits	
	Metes and Bounds Description	
	Boundary/Property Survey	
	Folded sets of drawings/plans One (1) 24"X36" and One (1) 11"X17",	
	One (1) PDF File on CD	

PRELIMINARY PLAT FOR

PEOPLES BANK LOT 3; BLOCK B PRINCETON CROSSROADS



IN PRINCETON, TEXAS

FOR

PEOPLES BANK 5020 82 ND LUBBOCK, TEXAS 79424 (806) 794-0044

MAY 2020

	PLAN SUBMITTALS		
No	DATE	COMMENTS	
1	05-25-21	CITY OF PRINCETON — 1st SUBMITTAL	
2	06-11-21	CITY OF PRINCETON — 2nd SUBMITTAL	

	SHEET INDEX
SHT #	SHEET TITLE
1	COVER SHEET
_	PRELIMINARY PLAT — BY OTHERS
_	PRELIMINARY PLAT — BY OTHERS
2	PRELIMINARY SITE PLAN
3	PRELIMINARY PRE-DEV DRAINAGE PLAN
4	PRELIMINARY POST-DEV DRAINAGE PLAN
5	PRELIMINARY UTILITY PLAN
6	PRELIMINARY AERIAL TREE PLAN

SCRIPTION

DATE BY

COVER SHEET

PEOPLES BANK

HWY 380 & COLE ST

PRINCETON, TEXAS

CHK'D BY: MHH

CHK'D BY: MHH

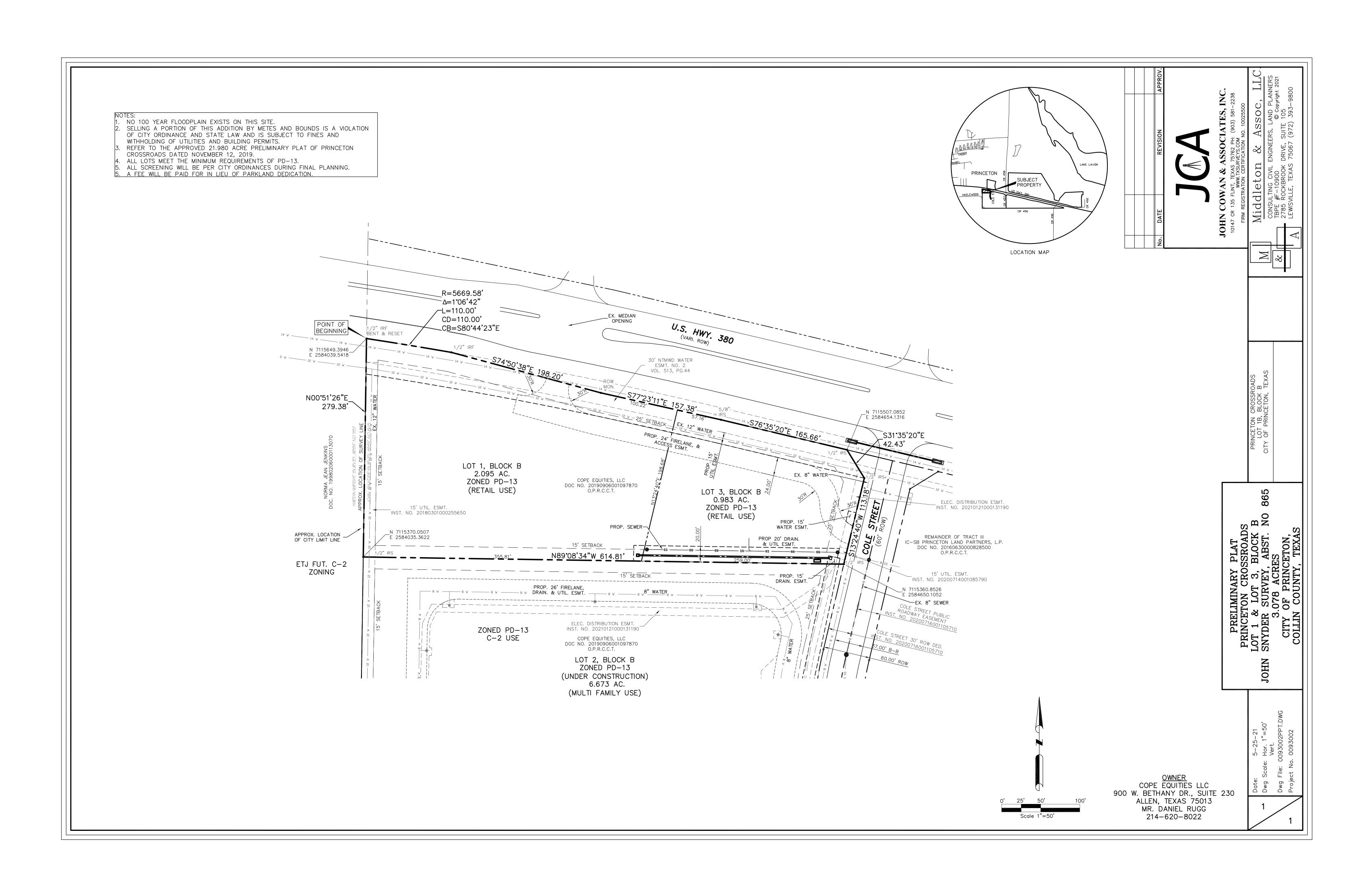
SOZO BZND

LUBBOCK, TX 79424

(806) 794-0044

This document is released for the purpose of **REVIEW**under the authority of Mark H. Hickman, P.E. 78409 on

SHEET



JOHN

900 W. BETHANY DR., SUITE 230 ALLEN, TEXAS 75013

MR. DANIEL RUGG 214-620-8022

STATE OF TEXAS
COUNTY OF COLLIN

All that certain lot, tract, or parcel of land, being part of the John Snyder Survey, Abstract No. 865, Collin County, Texas, and a part of that certain tract described in a deed to Cope Equities, LLC, recorded in Document No. 20190906001097870 of the Official Public Records of Collin County, Texas (OPRCCT) and being more completely described as follows, to—wit:

BEGINNING at a ½" iron rod (found bent and re—set) for the Northwest corner of the Cope Equities, LLC tract, the Northeast corner of the Norman Jean Jenkins tract described in Document No. 19980206000113070 (OPRCCT), in the South right of way of U. S. Highway 380, in a curve to the right;

THENCE southeasterly with the South right of way of U. S. Highway No. 380, the North line of Cope Equities, LLC tract and said curve to the right, having a radius of 5669.58 feet, a chord of S 80° 44′ 23″ E - 110.00 feet, a distance of 110.00 feet to a ½″ iron rod (found) for corner;

THENCE continuing with the South right of way of U. S. Highway No. 380, the North line of the Cope Equities, LLC tract as follows:

S 74° 50' 38" E a distance of 198.20 feet to a ½" iron rod (set) for corner; S 77° 23' 11" E a distance of 157.38 feet to a ½" iron rod (set) for corner; and S 76° 35' 20 E a distance of 165.66 feet to a ½" iron rod (set) for corner;

THENCE with the west right of way of Cole Street, a 30 foot right of way dedication described in Document No. 20200716001105710 (OPRCCT) as follows:

S 31° 35' 20" E a distance of 42.43 feet to a ½" iron rod (set) for corner; S 13° 24' 40" W a distance of 113.18 feet to a ½" iron rod (set) for corner;

THENCE N 89° 08' 34" W a distance of 614.81 feet to a ½" iron rod (set) for corner;

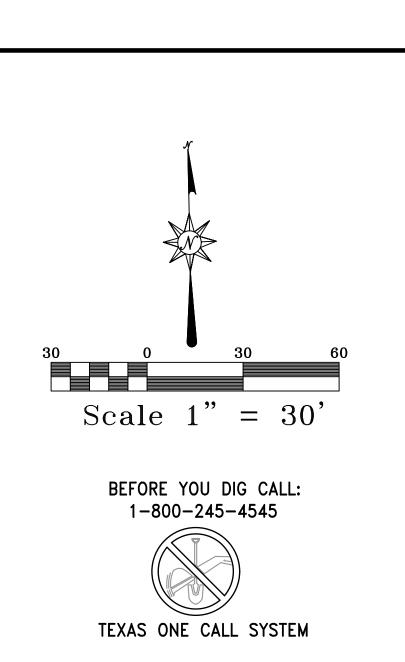
THENCE N 00° 51' 26" E with the East line of the Norman Jean Jenkins tract, the West line of the Cope Equities, LLC tract, a distance of 279.38 feet to the place of beginning, containing 3.078 acres or 134,097 square feet of land more or less.

Bearings oriented to the east line of deed from IC—SB Princeton Land Partners, LP to Cope Equities, LLC, recorded in Document No. 20190906001097870 (OPRCCT);

NOT APPROVED	
CHAIRMAN, PLANNING AND ZONING COMMISSION	DATE
RECOMMENDED FOR APPROVAL	
CHAIRMAN, PLANNING & ZONING	
APPROVED FOR PREPARATION OF FINAL PLAT	DATE
MAYOR, CITY OF PRINCETON, TEXAS	DATE

OWNER'S DEDICATION NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, COPE EQUITIES, LLC acting herein by and through its duly authorized officers, do hereby adopt this plat designated herein as PRINCETON CROSSROADS, LOT 1 & LOT 3, BLOCK B, an addition to the City of Princeton, Collin County, Texas. The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys, rights—of—way, are hereby dedicated in fee simple to the City of Princeton for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Princeton. COPE EQUITIES, LLC STATE OF TEXAS § COUNTY OF _____ § BEFORE ME, the undersigned authority, on this day personally appeared ______, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership. GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2021. Notary Public in and for the State of Texas My Commission Expires: STATE OF TEXAS COUNTY OF _____ I, Phillip W. Cornett, Registered Professional Land Surveyor No. 5515 in the State of Texas, hereby, certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground. Phillip W. Cornett Registered Professional Land Surveyor No. 5515 STATE OF TEXAS § COUNTY OF _____ § BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership. GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2021. COPE EQUITIES LLC Notary Public in and for the State of Texas

My Commission Expires:

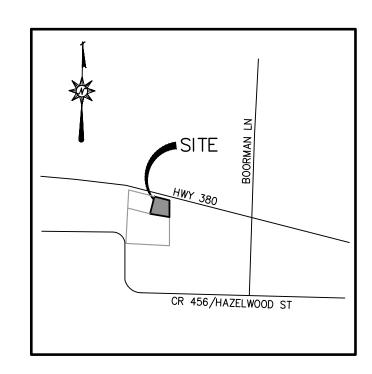


NOTE:

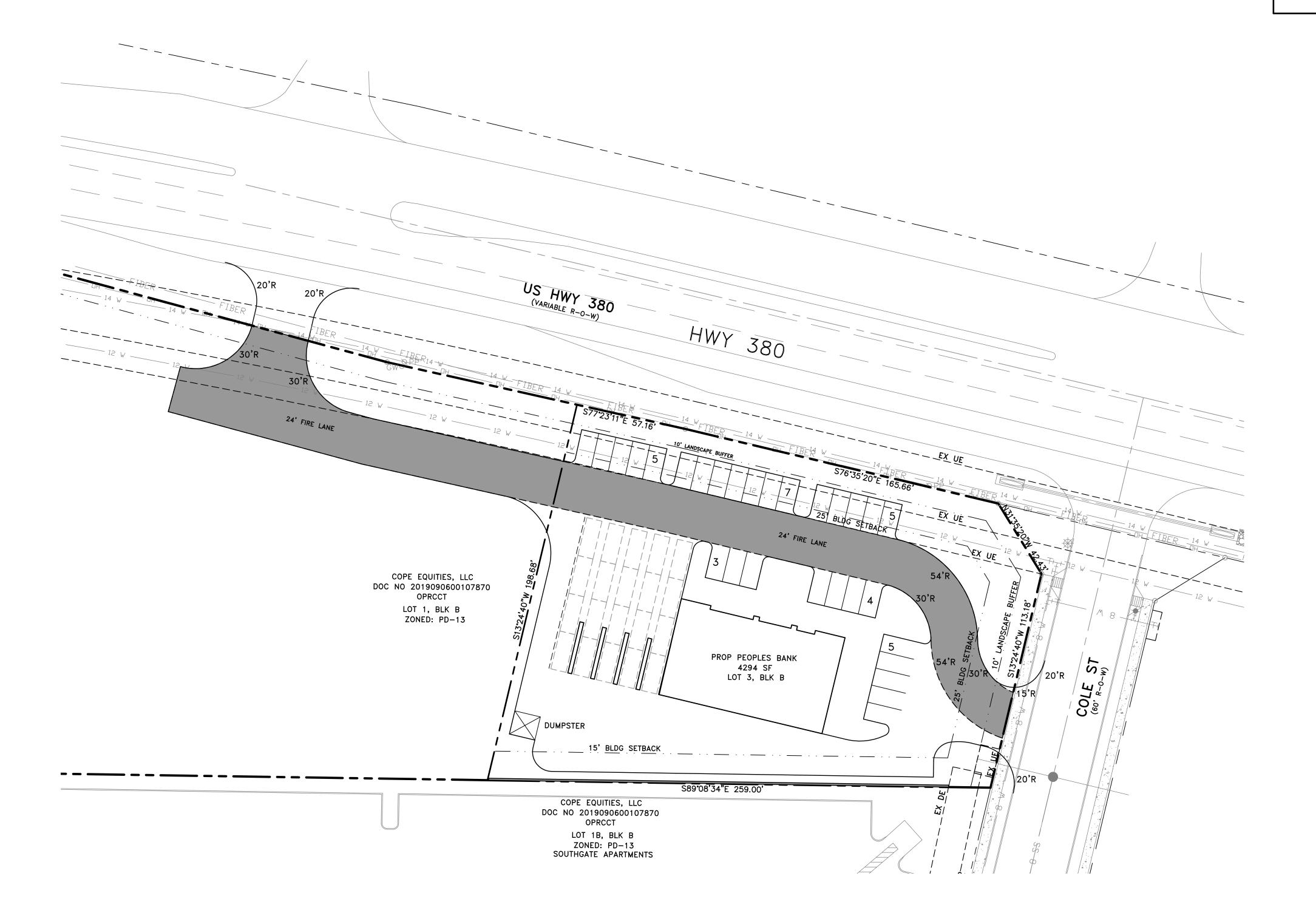
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION/EXCAVATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON COMBINATION OF FIELD SURVEY & CITY RECORD DRAWINGS

1 BOUDARY/TOPO SURVEY PROVIDED BY:
MDDLETON & ASSOC, LLC
2785 ROCKBROOK DR, BUITE 105
LEWISBILLE, TX 75067
972-393-9800

FLOOD NOTE:
NO FLOODPLAIN EXISTS ON THIS SITE.



VICINITY MAP



LEGEND

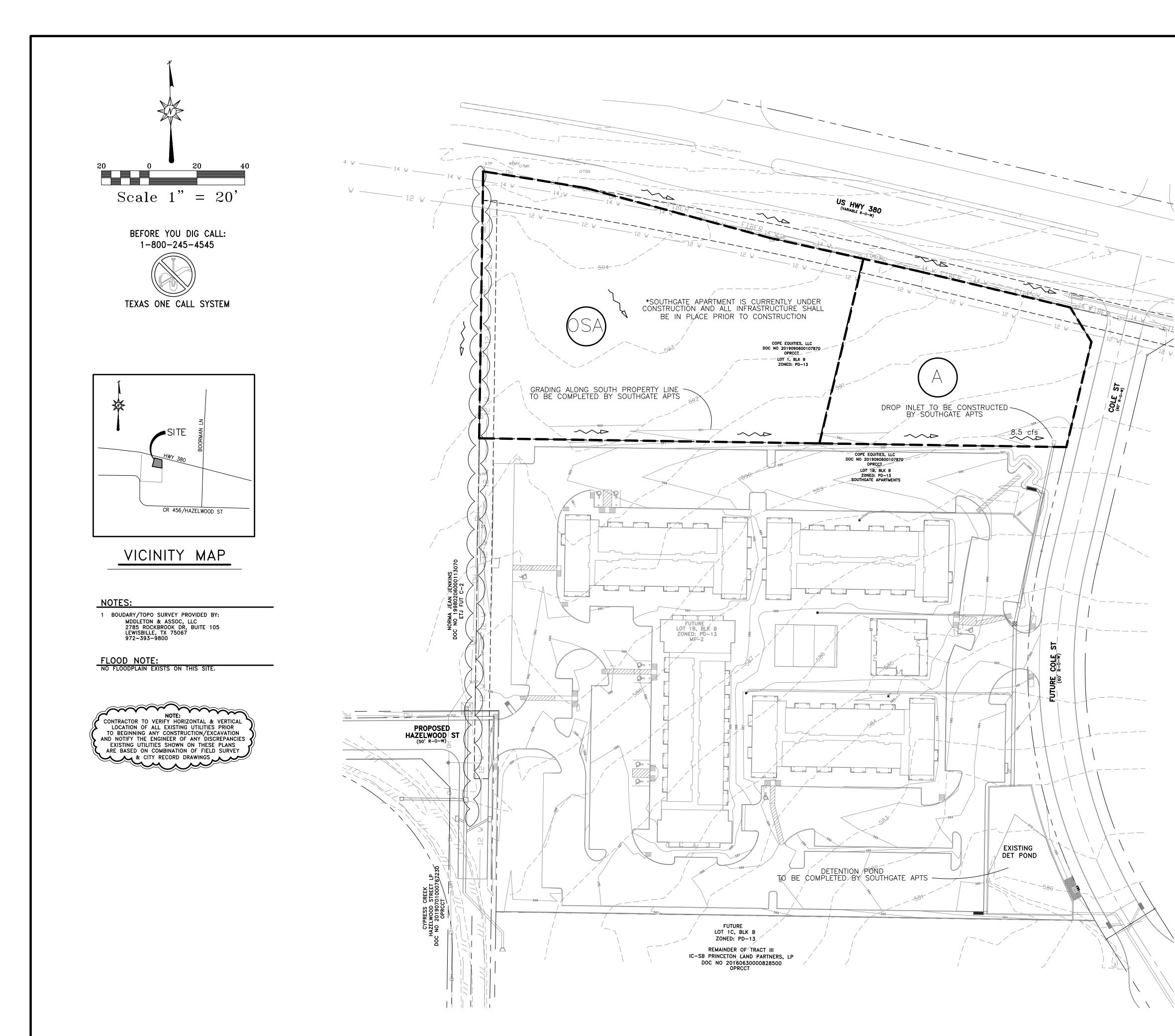
WE WATER EASEMENT DRAINAGE EASEMENT UE UTILITY EASEMENT

PRELIMINARY
PEOPLES I
HWY 380 &

Hickman Consulting

SHEET

This document is released for the purpose of **REVIEW**under the authority of Mark H. Hickman, P.E. 78409 on 06—11—21



DRAINAGE AREA CHART — PRE DEV						
AREA	C runoff coefficient	A acres	100 rainfall intensity	Q ₁₀₀ cfs	T _c	REMARKS
OSA	0.40	2.10	6.90	5.80	20	TO DETENTION POND ON
						LOT 1B, BLK B; SOUTHGATE APTS
Α	0.40	0.98	6.90	2.70	20	TO DETENTION POND ON
						LOT 1B, BLK B; SOUTHGATE APTS

PRELIMINARY PRE-DEV DRAINAGE ARE
PEOPLES BANK
HWY 380 & COLE ST
PRINCETON, TEXAS

Hickman Consulting Engineers

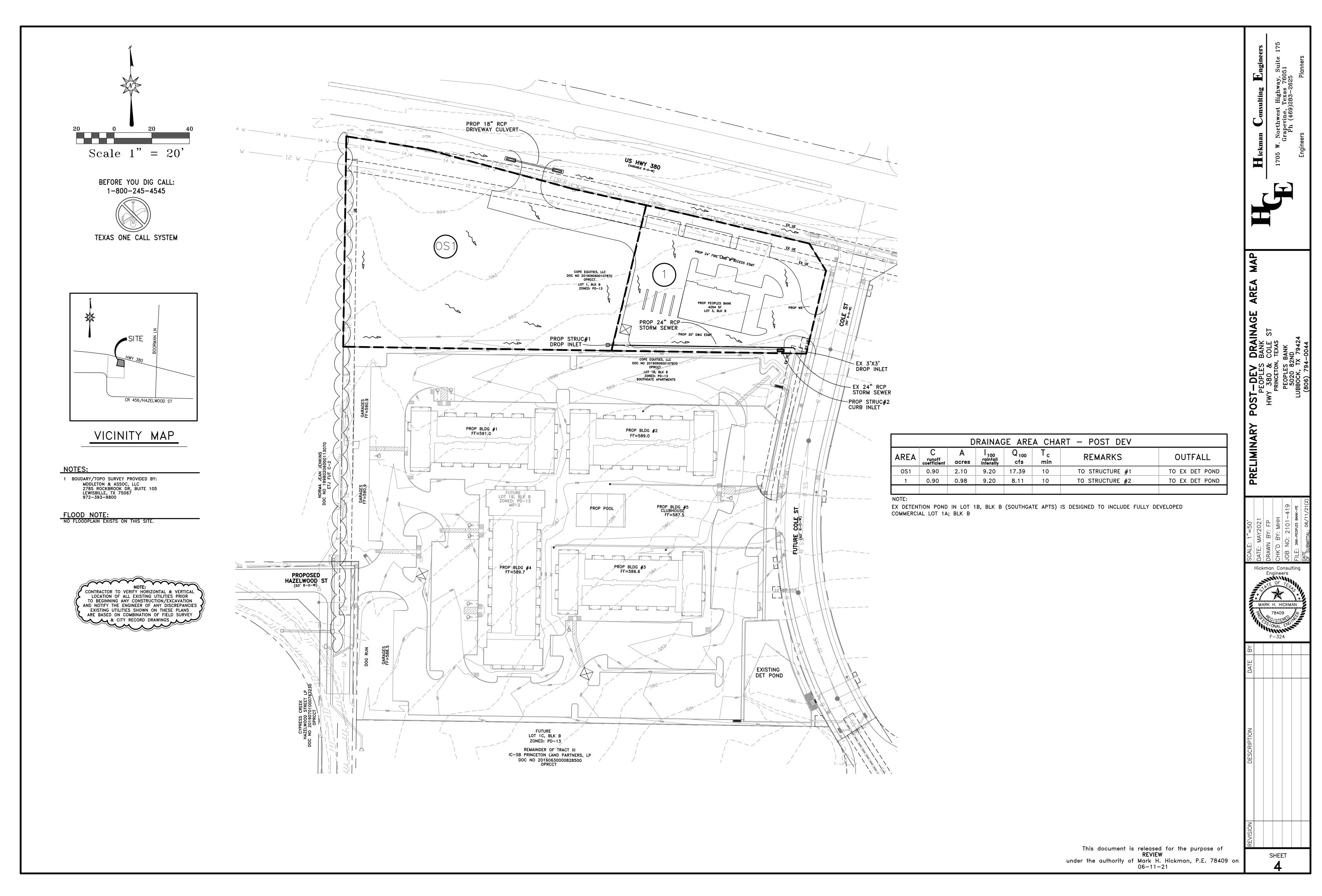
WARK H. HICKMAN BY:

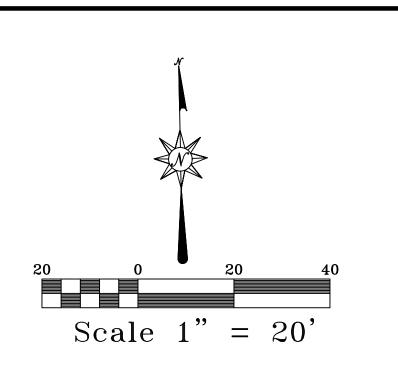
F-324

DESCRIPTION DATE BY

SHEET

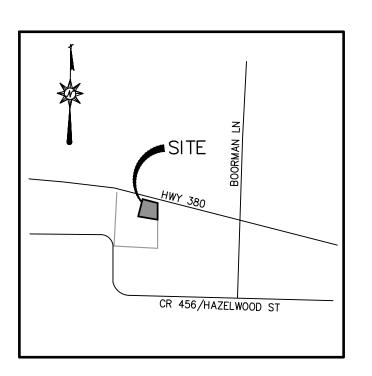
This document is released for the purpose of **REVIEW**under the authority of Mark H. Hickman, P.E. 78409 on 06—11—21





BEFORE YOU DIG CALL: 1-800-245-4545

TEXAS ONE CALL SYSTEM



VICINITY MAP



NOTE:

CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION/EXCAVATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON COMBINATION OF FIELD SURVEY & CITY RECORD DRAWINGS

LEGEND WATER EASEMENT

DRAINAGE EASEMENT UTILITY EASEMENT

4' DIA SAN SEWER MH PER CITY STD FIRE HYD PER CITY STD WATER METER

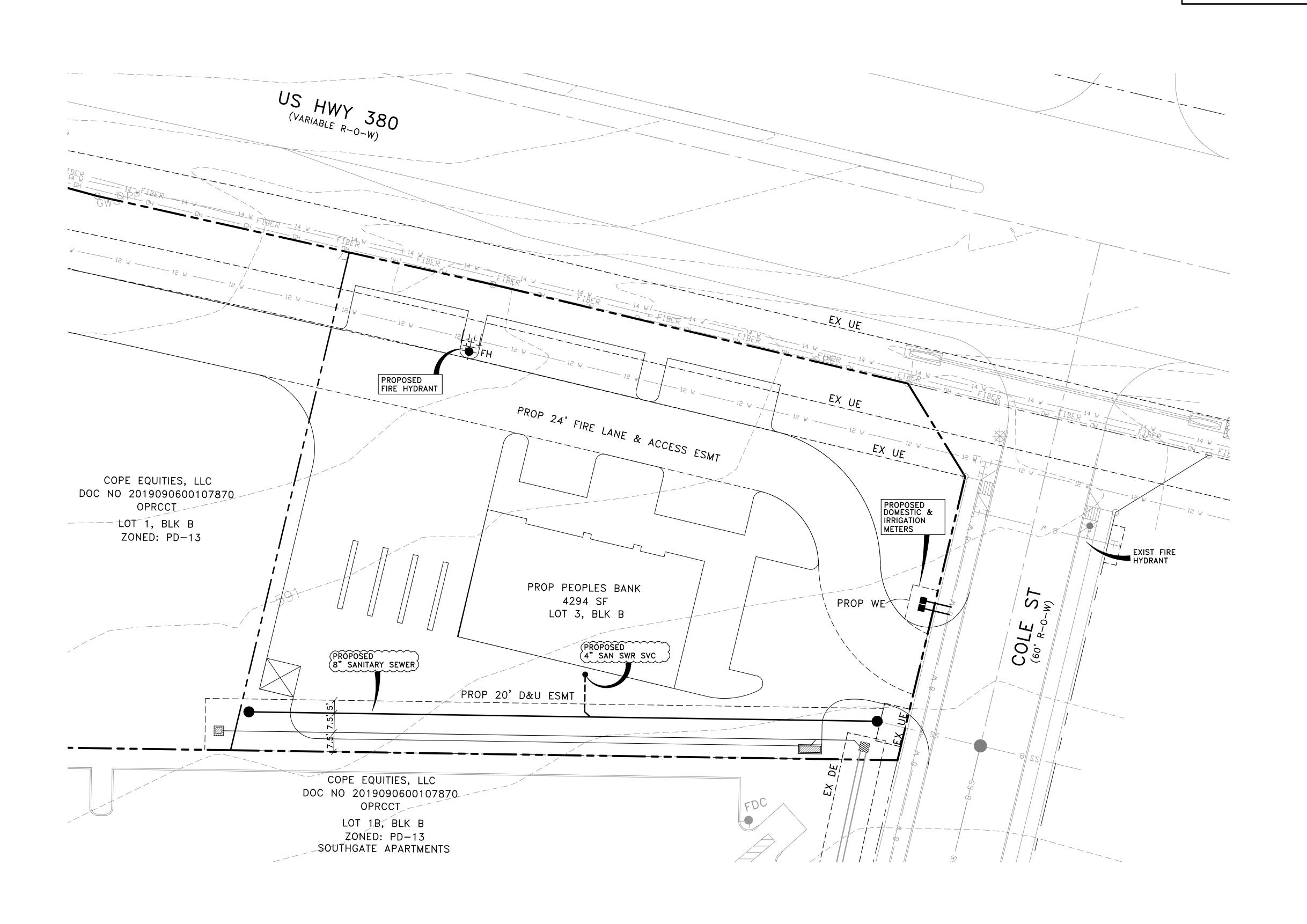
PRELIMINARY UTILITY
PEOPLES BANK
HWY 380 & COLE S
PEOPLES BANK
HWY 380 & COLE S

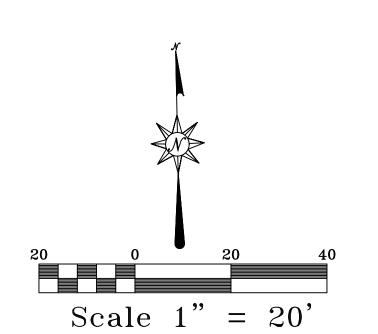
Hickman Consulting



SHEET 5

This document is released for the purpose of **REVIEW**under the authority of Mark H. Hickman, P.E. 78409 on 06—11—21



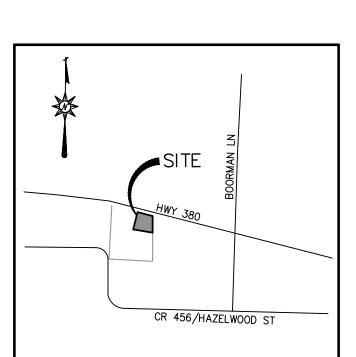


1 BOUDARY/TOPO SURVEY PROVIDED BY:
MDDLETON & ASSOC, LLC
2785 ROCKBROOK DR, BUITE 105
LEWISBILLE, TX 75067
972-393-9800

FLOOD NOTE:
NO FLOODPLAIN EXISTS ON THIS SITE.



BEFORE YOU DIG CALL: 1-800-245-4545 TEXAS ONE CALL SYSTEM



VICINITY MAP



This document is released for the purpose of **REVIEW**under the authority of Mark H. Hickman, P.E. 78409 on 06—11—21

SHEET 6

A RESOLUTION OF THE CITY OF PRINCETON TEXAS, 4A ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING A LAND SALE TO JAY BHAUMIK IN THE BOIS "D" ARCH BUSINESS PARK, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE CERTAIN PERFORMANCE AND INCENTIVE OPTIONS FOR THE DEVELOPMENT OF THE PROJECT

RESOLUTION NO. 2021-07-08-R

WHEREAS, the Princeton Economic Development Corporation has developed and constructed a business park containing approximately 108 acres of land, consisting of streets, water, waste water and drainage infrastructure projects authorized by Section 501.108 of the Texas Local Government code; and

WHEREAS, Jay Bhaumik has offered to purchase approximately 9.41 acres of land on the northwest corner of Beauchamp Blvd. and County Road 400 out of the Princeton Bois "D" Arch Business Park Block A, Lot 1; and

WHEREAS, the buyer intends to construct approximately 92,000 Sq. Ft. of medical office, retail space and pharmacy warehouse in the first phase of the proposed project shown in Exhibit C of the attached agreement; and

WHEREAS, the phase I of the project will establish approximately 55 employees including primary jobs; and

WHEREAS, the buyer wishes to establish a performance and development agreement with the EDC for the development of the project including a second phase establishing a total of 200 employee positions over the next 3-5 years; and

WHEREAS, on June 7th the EDC met in regular session and voted to approve the sale under the conditions of the attached sales agreement; and

WHEREAS, the EDC authorized the City Manager to begin negotiations of certain incentive and performance options with the buyer for consideration by the EDC for the development of the project; and

WHEREAS, the Princeton Economic Development Corporation authorized the City Manager to execute the required documents related to the sale; and

ARTICLE 1.

BE IT RESOLVED BY THE PRINCETON ECONOMIC DEVELOPMENT CORPORATION, THAT THE CITY MANAGER IS HEREBY AUTHORIZED TO EXECUTE THE REQUIRED DOCUMENTS TO COMPLETE THE SALE AND DEVELOP INCENTIVE AND PERFORMANCE OPTIONS FOR THE EDC TO CONSIDER FOR THE PROJECT.

Effective Date.

This Resolution shall be effective upon the approval by the City Council.

PASSED by the Princeton Economic Develop 2021.	oment Corporation, this	_ Day of
APPROVED:	ATTEST:	
President, Sherry Campbell	City Secretary, Taba	itha Monk
PASSED by the City Council of the City of Prin	nceton, Texas, this day o	f2021.



Table of Contents

GRAPHICS

Princeton Subdivision Plan

Location Maps

Aerials & Site plan

Site Renderings

Manufacturing Facility

Location / Market Analysis

EXECUTIVE SUM MARY

Overview

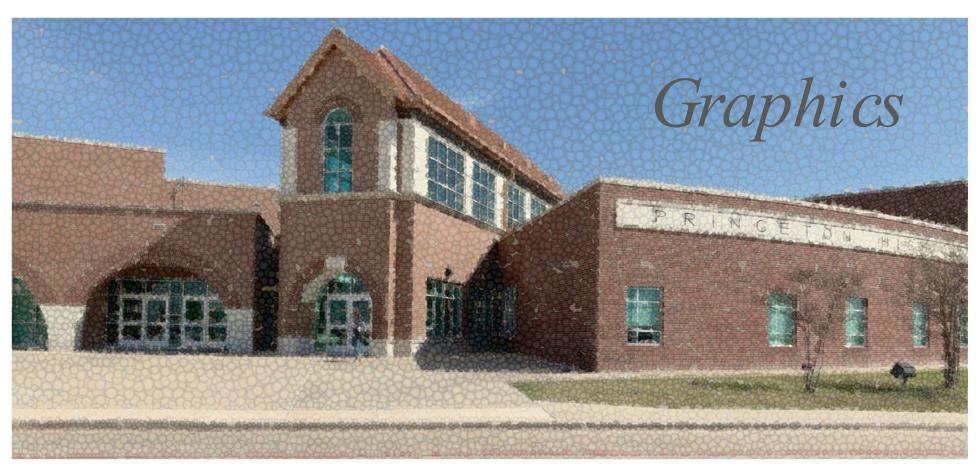
Project Scope

Job Creation

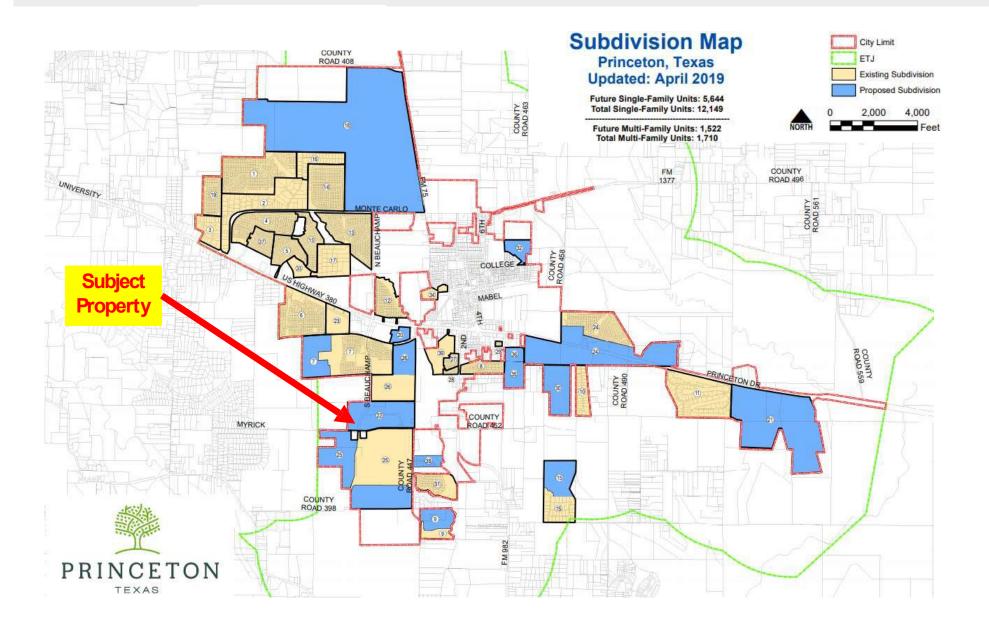
Sponsorship Track-Record



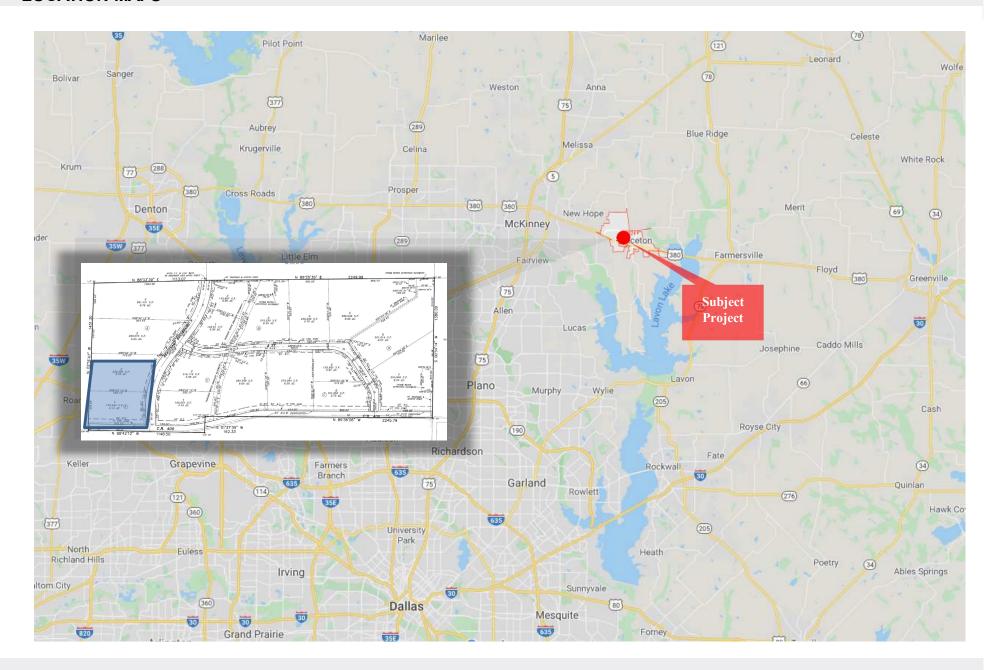
TEXAS



SUBDIVISION PLAN

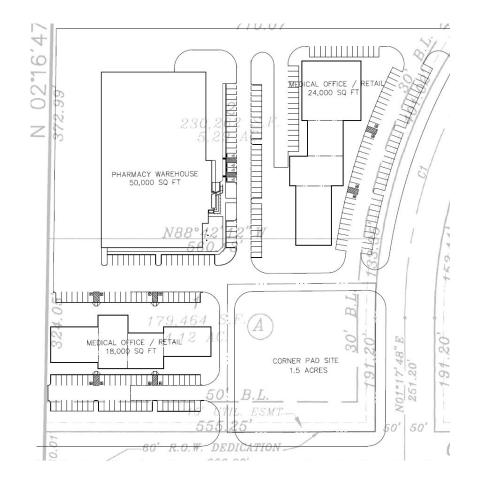


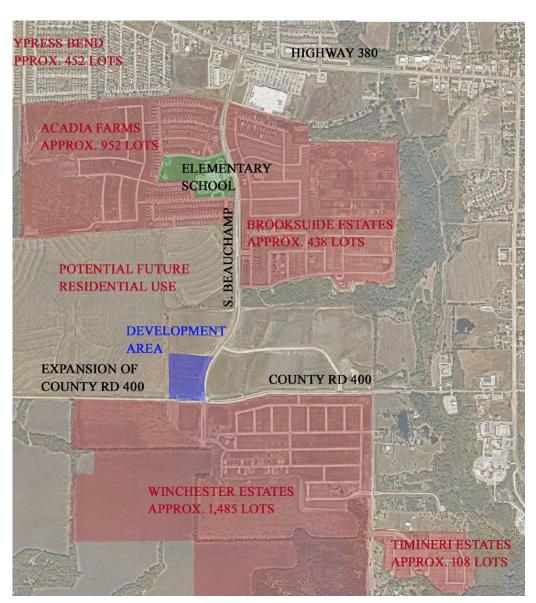
LOCATION MAPS



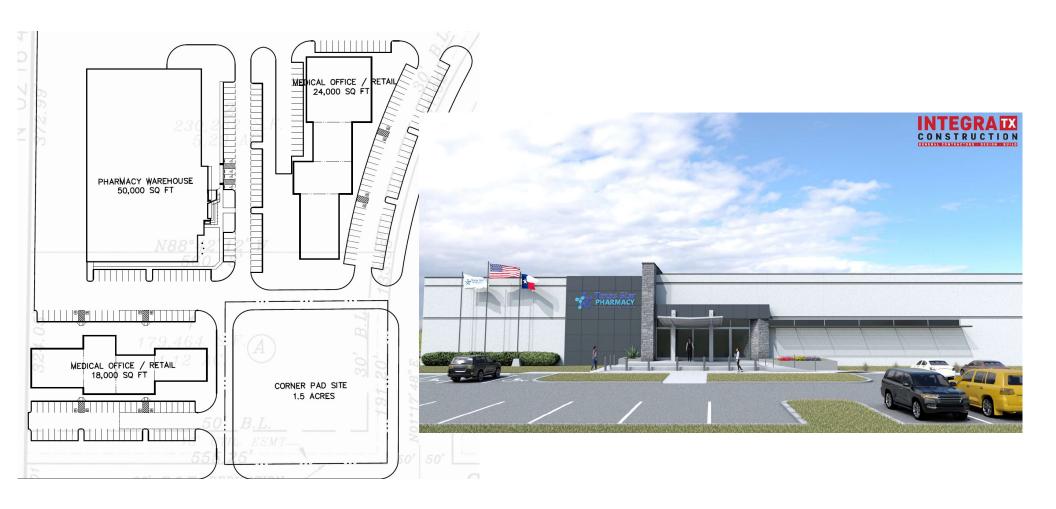
AERIALS & SITE PLAN

4000+ new homes built within a 1 mile radius of development site





Site Renderings



Manufacturing Line



Manufacturing Line





LOCATION / MARKET ANALYSIS

Princeton is located on U.S. Highway 380 between the cities of McKinney and Greenville, Texas. Since the 2000 Census their population has experienced a 51 % growth rate, which continues to escalate. Princeton has been deemed the 6th fastest growing city in North Texas by the USDA Rural Development. Our location has opened opportunities for retail and commercial growth and has become a popular target for planned residential development in the central part of Collin County, the fastest growing county in Texas. Utilizing Princeton's five (5), ten (10) and fifteen (15) minute drive time analysis, the "primary" retail trade area for Princeton was determined to be an excellent opportunity for Retail, Office, and Warehouse development. This is a population base that retailers and restaurants can expect to capture on a regular basis. The trade area does not extend very far to the west due to McKinney's retail offerings. To the southwest, the trade area extends to E. Lucas Road. The area south of E. Lucas Road is in the Princeton Independent School District and should be considered in the Princeton Retail Trade Area. The trade area extends to just north of CR 550 to the southeast. Heading east on U.S. 380 the trade area extends past Farmersville then people are going to shop in Greenville. To the north, the trade area extends to FM 545 which includes Valdasta and Blue Ridge.

More broadly, Dallas-Fort Worth is already the fourth largest metro area in the United States and has seized the national spotlight over the past decade, sitting atop virtually every population and job growth metric ranking. Dallas/Fort Worth has attracted millions of new residents and thousands of new businesses due to its diverse and rapidly growing economy, pro-business environment, central location, world-class transportation infrastructure, high quality of life with a low cost of living. Dallas was ranked the #1 Real Estate Market for 2016 by the Urban Land Institute. Dallas / Fort Worth was ranked #1 in both population and job growth from 2016 to 2020 by Moody's. Dallas was also ranked the #1 Most Business-Friendly City by MarketWatch.com. Since 2010 there have been over one-hundred (100) companies which have expanded or relocated in the Dallas-Fort Worth area. Companies which have relocated, are in the process of relocating, or are expanding in the region include: Toyota, CVE Technology Group, FedEx, Occidental Petroleum Corp., Liberty Mutual, State Farm Insurance, Raytheon, Blue Cross Blue Shield, USAA, Capital One, Ericsson, Conifer Health Solutions, Active Network, Barclays, L-3 Communication, Encore Wire, Miller Coors, Trend Micro Inc., and GM.



Apartnership led by Dr. Jay Bhaumik (the "Sponsorship") is acquiring two sites totaling 9.41 acres in Princeton, Texas, one of the fastest growing submarkets in the Dallas / Fort Worth Metroplex. Sponsorship plans to develop State of the Art Pharmaceutical Manufacturing Facility and mixed used Retail / Medical Condo Complex.

The Sponsorship request to engage in conversations with the Princeton Economic Development Corporation to gain financial incentives to greenfield this facility in Princeton, Texas

SPONSORSHIP OVERVIEW

Dr Jay Bhaumik is an accomplished serial entrepreneur with multiple awards and recognitions. His cybersecurity company has been included in the prestigious Inc 5000 list as one of the fastest growing companies in America. After completing his Doctor of Pharmacy and obtaining post doctorate fellowship in pharmaceutical industry, he worked at academic medical settings at Johns Hopkins and Yale university. During latter years of his career, he was an expert consultant for top organizations like UCLA, Cedar Sinai Hospital and Mayo Clinic among others. As an entrepreneur and Chief Executive officer, he is experienced in rapid revenue growth, operations, multichannel product distribution, sales and marketing strategy and value engineering. After successfully exiting from his healthcare technology company, he strategically acquired a wellestablished pharmaceutical company and along with managing his IT company and wellness clinic, he has been able to fuel dynamic growth in this pharmaceutical business. He continues to align business strategies, new market and product identification and strategic positioning to drive continuous business arousth mary i

PROJECT DESCRIPTION & INCENTIVE REQUEST

This is a greenfield project with the expansion of current operations to the Princeton, TX. The business idea generated due to critical shortage of medications, especially injectable medications in United States before and during pandemic. Covid-19 demonstrated American dependence on foreign manufactured pharmaceuticals, bulk chemicals and overall supply chain. Project sponsors will in-shore lean manufacturing processes to provide critical life saving medications at reasonable cost. The current scope (Phase I) will bring a 50,000 sf pharmaceutical manufacturing facility with 55 employees at start up and 100 employees at 3 years. The capital Investment is estimated to be 25-30 millions. This facility will be responsible for manufacturing, storing, delivering, and shipping our medicine products nationwide. Phase II (18 months after Phase I) and III (18 months after Phase II) will require additional 200,000 sf of space and employ additional 200 people. Additional Capital Investment for Phases II and III is estimated at 75-80 million currently. Princeton facility will become the centralized hub for the country. This location will also serve as the primary distribution hub for 99 Vision.

Justification for incentive request

The development costs include building out a new facility including sophisticated clean rooms, acquiring various equipments, hiring and training of local employees and establishing relationships with local service providers. Princeton provides us with an advantage geographically within the local market as a regional hub to build our state-of-the-art modern pharmaceutical manufacturing facility. Our financial investment will also engage new contractors, local vendors, equipment purchasing, leasing, service providers and will benefit other local businesses. With demand for specialty and high-tech pharmaceutical products specially those manufactured in USA currently surpassing demand, we anticipate this project will be very successful and give us opportunity to make Princeton hub for distribution across the country. We will then expand into additional research-oriented biologics products. This project will attract multiple related industries like generic and

Job Creation Analysis for Phase I of the project

New Jobs Created									Hourly
Job Type/Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Nbr.	Annual Salary	Total Salary	Wage
President	1					1	\$240,000	\$240,000	\$115.38
Chief Operations Officer	1					1	\$180,000	\$180,000	\$86.54
VP of Business Development	1					1	\$150,000	\$150,000	\$72.12
VP of Reseach and Development		1				1	\$160,000	\$160,000	\$76.92
Chief Financial Officer	1					1	\$110,000	\$110,000	\$52.88
Chief Compliance and Quality Control Officer	1					1	\$100,000	\$100,000	\$48.08
Chemists / Biochemist	3	2	1			6	\$55,000	\$330,000	\$26.44
Floor Supervisor	1	1				2	\$55,000	\$110,000	\$26.44
Operation Manager	1	1				2	\$70,000	\$140,000	\$33.65
Formulation Scientist	1	1	1			3	\$95,000	\$285,000	\$45.67
Product Development Analyst	2	2				4	\$45,000	\$180,000	\$21.63
Sales Associates	2	1				3	\$40,000	\$120,000	\$19.23
Marketing Team	1	1				2	\$40,000	\$80,000	\$19.23
Manufacturing Operator	8	4	3			15	\$38,000	\$570,000	\$18.27
Material Handler	5	2	2			9	\$37,000	\$333,000	\$17.79
Packaging Handler	8	4	3			15	\$37,000	\$555,000	\$17.79
Office Admin/Staff	3	2	1			6	\$40,000	\$240,000	\$19.23
QA Associates	3	2	1			6	\$40,000	\$240,000	\$19.23
Skilled Manufacturing Technicians	12	5	4			21	\$40,000	\$840,000	\$19.23
Totals	55	29	16	0	0	100	\$82,721.6 (ave	\$4,963,000	\$39.77 (ave)

57

Thank You



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2018

	Address:	
	Phone:	E-mail:
	Fax:	Other:
		Assigns
	Address:	
	Phone:	E-mail: jbhaumik@texasstarpharmacy.com Other:
	Fax:	Other:
•	PROPERTY:	
	A. "Property" means that real	property situated in Collin County, Texas a
	the nor	thwest corner of Beauchamp Blvd and County Rd 400
	Approximately 9.41 acres	y described on the attached Exhibit A & B or as follows s on the northwest corner of Beauchamp Blvd and County Rd 400 out
	of: PRINCETON BUSINE	
	B. Seller will sell and convey t	the Property together with:
	all rights, privileges, an interest in any minerals	d appurtenances pertaining to the Property, including Seller's right, title, and utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
	(1) all rights, privileges, an interest in any minerals(2) Seller's interest in all le	d appurtenances pertaining to the Property, including Seller's right, title, and to utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and
	(1) all rights, privileges, an interest in any minerals(2) Seller's interest in all le(3) Seller's interest in all lic	ed appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and senses and permits related to the Property.
	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese	ed appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. **Ervations, or restrictions in Paragraph 12 or an addendum.**)
	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese	ed appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and senses and permits related to the Property.
	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese	ed appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. **Ervations, or restrictions in Paragraph 12 or an addendum.**)
3.	(1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese (If mineral rights are to be rese SALES PRICE:	ed appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. **Ervations, or restrictions in Paragraph 12 or an addendum.**)
3.	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, reselled in the interest in all lices) (If mineral rights are to be reselled in the interest in all lices) SALES PRICE: A. At or before closing, Buyer	and appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; asses, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. Pervations, or restrictions in Paragraph 12 or an addendum.) Perved an appropriate addendum should be attached.)
3.	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese (If mineral rights are to be rese SALES PRICE: A. At or before closing, Buyer (1) Cash portion payable beginning to the private of the private o	and appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; asses, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. **Ervations*, or restrictions in Paragraph 12 or an addendum.)** **Erved an appropriate addendum should be attached.)** will pay the following sales price for the Property:
3.	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese (If mineral rights are to be rese SALES PRICE: A. At or before closing, Buyer (1) Cash portion payable b (2) Sum of all financing described and interest in all lic 	and appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. Pervations, or restrictions in Paragraph 12 or an addendum.) Perved an appropriate addendum should be attached.) will pay the following sales price for the Property: by Buyer at closing
3.	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese (If mineral rights are to be rese SALES PRICE: A. At or before closing, Buyer (1) Cash portion payable b (2) Sum of all financing described and interest in all lic 	and appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. Servations, or restrictions in Paragraph 12 or an addendum.) Served an appropriate addendum should be attached.) will pay the following sales price for the Property: by Buyer at closing\$ 1,332,173.70 scribed in Paragraph 4\$
3.	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, rese (If mineral rights are to be rese SALES PRICE: A. At or before closing, Buyer (1) Cash portion payable b (2) Sum of all financing described and interest in all lic 	and appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. Pervations, or restrictions in Paragraph 12 or an addendum.) Perved an appropriate addendum should be attached.) will pay the following sales price for the Property: by Buyer at closing
	 (1) all rights, privileges, an interest in any minerals (2) Seller's interest in all le (3) Seller's interest in all lic (Describe any exceptions, reseller (If mineral rights are to be reseller SALES PRICE: A. At or before closing, Buyer (1) Cash portion payable be (2) Sum of all financing decided (3) Sales price (sum of 3A) 	and appurtenances pertaining to the Property, including Seller's right, title, and it, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; ases, rents, and security deposits for all or part of the Property; and censes and permits related to the Property. Pervations, or restrictions in Paragraph 12 or an addendum.) Perved an appropriate addendum should be attached.) will pay the following sales price for the Property: by Buyer at closing

Commercial Contract - Unimproved Property concerning the northwest corner of Beauchamp Blvd and County Rd 400
B. Adjustment to Sales Price: (Check (1) or (2) only.)
 (1) The sales price will not be adjusted based on a survey. (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
 (a) The sales price is calculated on the basis of \$ 3.25 per: X (i) square foot of X total area net area. (ii) acre of total area net area.
 (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within: (i) public roadways; (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and (iii)
(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 5 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.
4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:
A. Third Party Financing: One or more third party loans in the total amount of \$ This contract: (1) is not contingent upon Buyer obtaining third party financing. (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
B. <u>Assumption</u> : In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$
C. <u>Seller Financing</u> : The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$
5. EARNEST MONEY:
A. Not later than 3 days after the effective date, Buyer must deposit \$ \$14,000.00 as earnest money with Capital Title (McKinney McWilliams) (title company) at 2713 Virginia Pkwy, Suite 100, McKinney, TX 75071 (address) Tim McWilliams (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
B. Buyer will deposit an additional amount of \$ with the title company to be made part of the earnest money on or before: (i) days after Buyer's right to terminate under Paragraph 7B expires; or (ii) Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.
(TXR-1802) 4-1-18 Initialed for Identification by Seller D., and Buyer Page 2 of 14

6. TITLE POLICY AND SURVEY:

A.	Title	Policy:
∽ .	11110	I UNGV.

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to: (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise. (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: (a) will not be amended or deleted from the title policy. (b) will be amended to read "shortages in areas" at the expense of X Buyer Seller. (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address. B. <u>Survey</u>: Within <u>35</u> days after the effective date: X (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer amount) of the cost of the survey at closing, if closing occurs. (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, 🗌 Seller 🔲 Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 15 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning, when the revision or new

(TXR-1802) 4-1-18

Initialed for Identification by Seller

<u>ه کاک</u>, ____ and Buye

Page 3 of 14

Commercial Contract - Unimproved Property concerning	the northwest corner of Beauchamp Blvd and County Rd 400
--	--

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A.	Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:							
B.	<u>Feasibility Period</u> : Buyer may terminate this contract for any reason within days after the effective date (feasibility period) by providing Seller written notice of termination.							
	(1) Independent Consideration. (Check only one box and insert amounts.)							
	(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money. Buyer will not have the right to terminate under this Paragraph 7B.							
	(b) Not later than 3 days after the effective date, Buyer must pay Seller \$ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration. Buyer will not have the right to terminate under this Paragraph 7B.							
	(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional days by depositing additional earnest money in the amount of \$ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.							
C.	Inspections, Studies, or Assessments:							
	(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be complet any and all inspections, studies, or assessments of the Property (including all improvements a fixtures) desired by Buyer.							
TXR-18	302) 4-1-18 Initialed for Identification by Seller , and Buyer Page 4 of 14							

8.

Со	mme	rcial Contract - Unimproved Property concerning the northwest corner of Beauchamp Blvd and County Rd 400
		 (2) Buyer must: (a) employ only trained and qualified inspectors and assessors; (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property; (c) abide by any reasonable entry rules or requirements of Seller; (d) not interfere with existing operations or occupants of the Property; and (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
		(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.
	D.	Property Information:
		 (1) Delivery of Property Information: Within10
		 (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.) (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items; (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed. This Paragraph 7D(2) survives termination of this contract.
	E.	<u>Contracts Affecting Operations</u> : Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.
8.	LE	ASES:
	A.	Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller
(TX	R-18	302) 4-1-18 Initialed for Identification by Seller , and Buyer Page 5 of 14
		Burd and table to the state of

Comm	ercial Contract - Unimproved Property concerning the	e northwest corner of Beauchamp Blvd and County Rd 400				
	or subsequently occur before closing: (1) any failure by Seller to comply with Sell	y with Seller's obligations under the leases; v lease that entitle the tenant to terminate the lease or seek any offsets				
	 (3) any advance sums paid by a tenant under any lease; (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that af any lease; and (5) any amounts payable under the leases that have been assigned or encumbered, except as secu 					
	for loan(s) assumed or taken subject to under this contract.					
В	certificates signed not earlier than in the Property. The estoppel certificates mof TXR Form 1938 - Commercial Tenant E by a third party lender providing financing	days after the effective date, Seller will deliver to Buyer estopped signed not earlier than				
9. B	ROKERS:					
Α	The brokers to this sale are:					
	Principal Broker: Henry S. Miller Brokerage, LLC	Cooperating Broker: Glasco Commercial Real Estate, LLC				
	Agent: Scott Axelrod	Agent: Grant J Glasco				
	Address: 5151 Belt Line Rd. Suite 900	Address: 5025 Shoreline Drive				
	Dalfas, Texas 75254	Frisco, TX 75034				
	Phone & Fax: (972)419-4034	Phone & Fax: (214)448-0134				
	E-mail: saxelrod@henrysmiller.com	E-mail: grant@glascocommercial.com				
	License No.:	License No.: 9000772				
X	rincipal Broker: <i>(Check only one box)</i> represents Seller only. represents Buyer only. is an intermediary between Seller and Buye	Cooperating Broker represents Buyer. er.				
В	B. Fees: (Check only (1) or (2) below.) (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)					
(1) Seller will pay Principal Broker the fee specified by separate written commission agree between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee spe in the Agreement Between Brokers found below the parties' signatures to this contract.						
X	(2) At the closing of this sale, Seller will pay	y:				
	Principal Broker a total cash fee of: % of the sales price. 3% of 1st \$1,000,000 of Sales Price & 1.5% of balance.	Cooperating Broker a total cash fee of: % of the sales price. X 3% of 1st \$1,000,000 of Sales Price & 1.5% of balance				
	The cash fees will be paid in the title company to pay the brokers from	County, Texas. Seller authorizes m the Seller's proceeds at closing.				
(TXR-1	802) 4-1-18 Initialed for Identification by Se	- 0				

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the

10

	amendment.
). CL	OSING:
A.	The date of the closing of the sale (closing date) will be on or before the later of: (1) X 30 days after the expiration of the feasibility period. (specific date). (2) 7 days after objections made under Paragraph 6C have been cured or waived.
В.	If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
C.	At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property: (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes; (2) without any assumed loans in default; and (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
D.	 At closing, Seller, at Seller's expense, will also deliver to Buyer: (1) tax statements showing no delinquent taxes on the Property; (2) an assignment of all leases to or on the Property; (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property; (4) evidence that the person executing this contract is legally capable and authorized to bind Seller; (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
F.	At closing, Buyer will:

(TXR-1802) 4-1-18

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F.	Unless the parties agree otherwise, the closing documents will be	as found in the basic forms in the
	current edition of the State Bar of Texas Real Estate Forms Manual	without any additional clauses.

Initialed for Identification by Seller 77, ____ and Buyer Page 7 of 14 Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

Feasibility Period Extensions: Buyer may extend the feasibility period up to three (3) times in thirty (30) day increments. Each thirty (30) day feasibility period extension will be obtained by Buyer depositing \$5,000.00 of additional earnest money with the title company prior to the expiration of the feasibility period. Said additional earnest money will be refundable to Buyer until the expiration Continued... See Addendum Special Provisions 1

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
 - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed:
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. <u>Buyer's Expenses</u>: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust:
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

(TXR-1802) 4-1-18

Initialed for Identification by Seller 22, ____ and Buyer

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A.	If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies),
	may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure
	except for any damages resulting from Buyer's inspections, studies or assessments in accordance with
	Paragraph 7C(3) which Seller may pursue; or
	(Check if applicable)
	enforce specific performance, or seek such other relief as may be provided by law.
D	If without foult Collegio weekle within the time allowed to 3.15 to 1.15 to 1.

- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.
- 16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
 - B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred an behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

TXR-1802) 4-1-18	Initialed for Identification by Seller 💯 ,	_ and Buyer	Page 9 of 14
	Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambri	idge, Ontario, Canada N1T 1J5 www.lwolf.com	Princeton-Jav

Car	nme	rcial Contract - Unimproved Property concerning the northwest corner of Beauchamp Blvd and County Rd 400
		The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
	D.	If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
	E.	Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
	F.	Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
	G.	Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.
19.	MA	TERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
	A.	Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
X	В.	 Except as otherwise provided in this contract, Seller is not aware of: (1) any subsurface: structures, pits, waste, springs, or improvements; (2) any pending or threatened litigation, condemnation, or assessment affecting the Property; (3) any environmental hazards or conditions that materially affect the Property; (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers; (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property; (6) any wetlands, as defined by federal or state law or regulation, on the Property; (7) any threatened or endangered species or their habitat on the Property; (8) any present or past infestation of wood-destroying insects in the Property's improvements; (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property; (10) any condition on the Property that violates any law or ordinance.
		(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)
20.	har par	TICES: All notices between the parties under this contract must be in writing and are effective when nd-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the ties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices he broker representing the party to whom the notices are sent.

A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TXR-1802) 4-1-18

Initialed for Identification by Seller 💯, _

, ____ and Buyer

Page 10 of 14

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

Y	
~	(1) Property Description Exhibit identified in Paragraph 2;
	(2) Commercial Contract Financing Addendum (TXR-1931);
	(3) Commercial Property Condition Statement (TXR-1408);
]	(4) Commercial Contract Addendum for Special Provisions (TXR-1940);
	(5) Notice to Purchaser of Real Property in a Water District (MUD);
]	(6) Addendum for Coastal Area Property (TXR-1915);
] ((7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
	(8) Information About Brokerage Services (TXR-2501);
] ((9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
	(10)Conceptual Site Plan and Conceptual Building Elevation

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer x may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.
- 23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

(TXR-1802) 4-1-18

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service providers to determine the cost that you

Initialed for Identification by Seller , ___ and Buyer ____

Page 11 of 14

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

26. CONTRACT	AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell
	Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property
is located, or	, the offer will lapse and become null and void.

(TXR-1802) 4-1-18

Initialed for Identification by Seller

.1 _____

and Buwar

N -

Page 12 of 14

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Princeton Economic Development Corporation	Buyer: Jay Bhaumik, and/or Assigns
By: By (signature): Leak Dory Printed Name: DEREK BONG Title: CITY MANAGER	By: By (signature): Printed Name: Jay Bhaumik Title:
Ву:	Ву:
By (signature):	By (signature):
Printed Name:	Printed Name:
Title:	Title:

AGREEMENT BETWEEN BROKERS (use only if Paragraph 9B(1) is effective)		
Principal Broker agrees to pay (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be: \$, or		
The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.		
Principal Broker:	Cooperating Broker:	
By:	Ву:	
ATT	ORNEYS	
Seller's attorney:	Buyer's attorney:	
Address:		
Phone & Fax:	Phone & Fax:	
E-mail:	E-mail:	
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.	
ESCROW RECEIPT		
The title company acknowledges receipt of: A. the contract on this day B. earnest money in the amount of \$	(effective date); in the form of	
Title company: Capital Title	Address: 2713 Virginia Pkwy, Suite 100	
Ву:	McKinney, TX 75071 Phone & Fax: (972)542-1251 (972)562-9881	
Assigned file number (GF#):	E-mail:sharon@mcwilllams.law	

ADDENDUM

PROPERTY:	
1) Special Provisions of the feasibility period and will be applicab	le to the sales price at closing.
Limited Assignment: Buyer may assign this in which Buyer is an owner, partner or corporate by the same person or persons that own or	Contract only to a related party, defined as: (1) an entity orate officer; (2) an entity which is owned or controlled control Buyer; or (3) a member or members of the ch the beneficiary or beneficiaries is or are a member or
Date: 5/11/2021	Date:
Signature Signature	Signature
	100 € to 100 mm/
Date:	Date:
Signature	Signature
Addendum	

EXHIBIT "A" METES AND BOUNDS DESCRIPTION PROPOSED LOT 2, BLOCK A PRINCETON BUSINESS PARK

BEING A CALLED 5.29 ACRE TRACT OF LAND LOCATED IN THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957, CITY OF PRINCETON, COLLIN COUNTY, TEXAS, BEING ALL OF PROPOSED LOT 2, BLOCK A, PRINCETON BUSINESS PARK, AN ADDITION TO THE CITY OF PRINCETON, COLLIN COUNTY, TEXAS, AS PREPARED BY DOUPHRATE & ASSOCIATES, INC., DATED FEBRUARY 1, 2016, SAID 5.29 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A POINT FOR CORNER OCCUPYING THE NORTHWEST CORNER OF SAID LOT 2, SAME BEING THE SOUTHWEST CORNER OF PROPOSED LOT 3, BLOCK A, OF SAID PRINCETON BUSINESS PARK;

THENCE SOUTH 88 DEGREE 42 MINUTES 12 SECONDS EAST, A DISTANCE OF 710.07 FEET, TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 2, SAME BEING THE SOUTHEAST CORNER OF PROPOSED LOT 3, BLOCK A, OF SAID PRINCETON BUSINESS PARK, ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF BEAUCHAMP BOULEVARD, A 100-FOOT PUBLIC RIGHT-OF-WAY;

THENCE SOUTH 37 DEGREES 19 MINUTES 00 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.27 FEET, TO A POINT FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27 DEGREES 01 MINUTES 53 SECONDS, AN ARC LENGTH OF 401.02 FEET, AND HAVING A LONG CHORD WHICH BEARS SOUTH 23 DEGREES 48 MINUTES 03 SECONDS WEST, A CHORD LENGTH OF 397.31, TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 2, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON SAID WEST RIGHT-OF-WAY LINE;

THENCE NORTH 88 DEGREES 42 MINUTES 12 SECONDS WEST, A DISTANCE OF 560.13 FEET, TO A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 2, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 02 DEGREES 16 MINUTES 47 SECONDS EAST, A DISTANCE OF 372.99 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 5.29 ACRES OF LAND (230,262 SQUARE FEET), MORE OR LESS.

SEE ACCOMPANYING EXHIBIT "B" DATED MAY 5, 2021.

QocuSign Envelope ID: A55B60&1-A843-495B-985F-9263B0544FC5 EXHIBIT PROPOSED LOT 2, BLOCK A, PRINCETON BUSINESS PARK LOCATED IN THE HARDIN WRIGHT SURVEY ~ ABSTRACT NO. 957 COLLIN COUNTY, TEXAS. HARDIN WRIGHT SURVEY ~ ABSTRACT NO. 957 PROPOSED LOT 3, BLOCK A PRINCETON BUSINESS PARK 1" = 100" 6.65 ACRES (289,673 SF) PEC S88'42'12"E 710.07 PROPOSED LOT 2, BLOCK A **5.29 ACRES** (230,262 SQ. FT.) NO276'47 PRINCETON BUSINESS PARK PRELIMINARY PLAT PREPARED BY DOUPHRATE & ASSOCIATES, INC. DATED FEBRUARY 1, 2016 PFC, N88'42'12"W 560.13" LINE TABLE PROPOSED LOT 1, BLOCK A PRINCETON BUSINESS PARK TAG NO. BEARING DISTANCE 4.12 ACRES (179,464 SF) LI S37'19'00"W 7.27 CURVE TABLE DELTA **CHORD** CHORD TAG NO. RADIUS **LENGTH ANGLE** LENGTH BEARING ENGINEERING C1 850.00° 401.02" 27'01'53" S23'48'03"W 397.31 LEGEND/ABBREVIATION PFC POINT FOR CORNER 4055 INTERNATIONAL PLAZA, STE 430 UE UTILITY EASEMENT FORT WORTH, TX 76109 BUILDING LINE MAIN: 817.380.5110 tbpels #10194323 GENERAL NOTES www.PERC-eng.com 1. PLEASE NOTE THIS EXHIBIT AND LEGAL IS NOT PURPORTING TO REFLECT ON-THE-GROUND SURVEY BY THIS FIRM AND IS BASED SOLELY ON THE PAGE 2 OF 2 PRELIMINARY PLAT PREPARED BY DOUPHRATE & ASSOCIATES, FEBRUARY 1, 2016. DATE: 05/05/2021

EXHIBIT "A" METES AND BOUNDS DESCRIPTION PROPOSED LOT 1, BLOCK A PRINCETON BUSINESS PARK

BEING A CALLED 4.12 ACRE TRACT OF LAND LOCATED IN THE HARDIN WRIGHT SURVEY, ABSTRACT NO. 957, CITY OF PRINCETON, COLLIN COUNTY, TEXAS, BEING ALL OF PROPOSED LOT 1, BLOCK A, PRINCETON BUSINESS PARK, AN ADDITION TO THE CITY OF PRINCETON, COLLIN COUNTY, TEXAS, AS PREPARED BY DOUPHRATE & ASSOCIATES, INC., DATED FEBRUARY 1, 2016, SAID 4.12 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A POINT FOR CORNER OCCUPYING THE NORTHWEST CORNER OF SAID LOT 1, SAME BEING THE SOUTHWEST CORNER OF PROPOSED LOT 2, BLOCK A, OF SAID PRINCETON BUSINESS PARK;

THENCE SOUTH 88 DEGREE 42 MINUTES 12 SECONDS EAST, A DISTANCE OF 560.13 FEET, TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 1, SAME BEING THE SOUTHEAST CORNER OF PROPOSED LOT 2, BLOCK A, OF SAID PRINCETON BUSINESS PARK, ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF BEAUCHAMP BOULEVARD, A 100-FOOT PUBLIC RIGHT-OF-WAY, ALSO BEING AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET:

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08 DEGREES 59 MINUTES 19 SECONDS, AN ARC LENGTH OF 133.35 FEET, AND HAVING A LONG CHORD WHICH BEARS SOUTH 05 DEGREES 47 MINUTES 28 SECONDS WEST, A CHORD LENGTH OF 133.21, TO A POINT FOR CORNER ON SAID WEST RIGHT-OF-WAY LINE;

THENCE SOUTH 01 DEGREES 17 MINUTES 48 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 191.20 FEET, TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF MYRICK LANE, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY;

THENCE NORTH 88 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 555.25 FEET, TO A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 02 DEGREES 16 MINUTES 47 SECONDS EAST, A DISTANCE OF 324.05 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 4.12 ACRES OF LAND (179,464 SQUARE FEET), MORE OR LESS.

SEE ACCOMPANYING EXHIBIT "B" DATED MAY 5, 2021.

MYRICK LANE
PUBLIC RIGHT-OF-WAY VARIES

LEGEND/ABBREVIATION

PFC UE POINT FOR CORNER UTILITY EASEMENT

BL

UTILITY EASEMENT BUILDING LINE

CURVE TABLE						
	TAG NO.	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
	C1	850.00	133.35'	8*59'19"	S05'47'28"W	133.21'

GENERAL NOTE

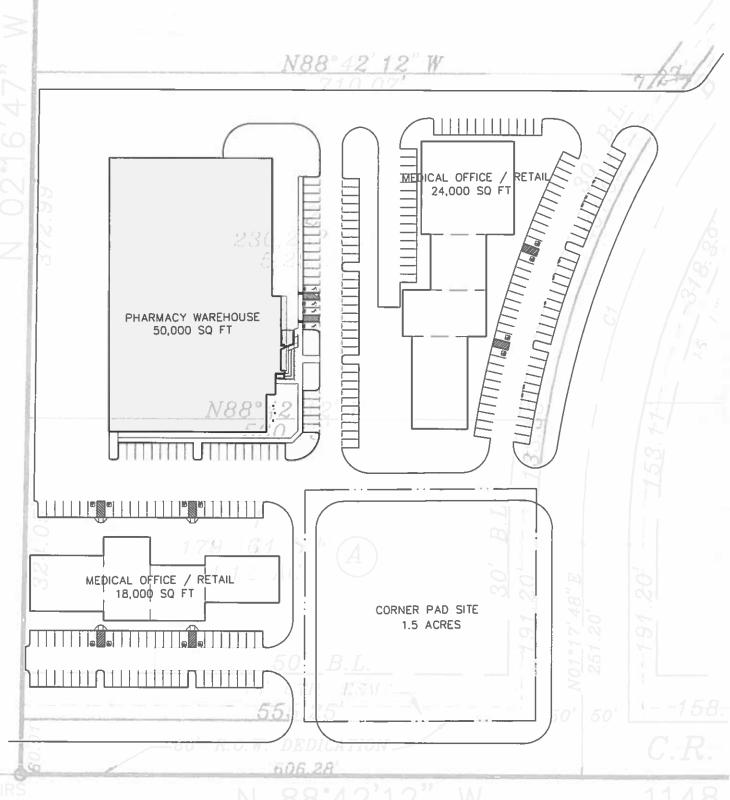
1). PLEASE NOTE THIS EXHIBIT AND LEGAL IS NOT PURPORTING TO REFLECT ON—THE—GROUND SURVEY BY THIS FIRM AND IS BASED SOLELY ON THE PRELIMINARY PLAT PREPARED BY DOUPHRATE & ASSOCIATES, FEBRUARY 1, 2016.



4055 INTERNATIONAL PLAZA, STE 430 FORT WORTH, TX 76109 MAIN: 817.380.5110 tbpels #10194323 www.PERC-eng.com

> PAGE 2 OF 2 DATE: 05/05/2021

Exhibit "C"





DocuSign Envelope ID ASSB60E1-AB43-4958-985F-926380544FC5 __xhibit "C"



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2018

1.		RTIES: Seller agrees to sell and cor	•	•	•	
	Sel	ler: Princeton Economic Developr	nent Corporatio	<u>n</u>	•	
		Address:				
		Address: Phone: Fax:	E-mail:			
		Fax:	Other:			
	Buy	/er: 99 Vision LLC				
		Address:				
		Phone:Fax:	E-mail: jbnaum	ik@texasstarphar	macy.com	
2.	PR	OPERTY:	Other.			
	A.	"Property" means that real property the northwest quadrant of Beaucham	situated in	Collin		County, Texas at
		Approximately 15.41 acres in the fronting Beauchamp Blvd, out of: Seller will sell and convey the Prope (1) all rights, privileges, and appured interest in any minerals, utilities, (2) Seller's interest in all leases, ren (3) Seller's interest in all licenses are escribe any exceptions, reservations,	erty together with enances pertaining adjacent streets ats, and security of and permits related	eng to the Property, alleys, strips, gore deposits for all or part to the Property.	ncluding Ses, and rights	eller's right, title, and s-of-way; operty; and
	•	mineral rights are to be reserved an a		• ,		i. <i>)</i>
3.	SA	LES PRICE:				
	A.	At or before closing, Buyer will pay t	the following sale	s price for the Prop	erty:	
		(1) Cash portion payable by Buyer a	at closing		\$	2,181,593.70
		(2) Sum of all financing described in	n Paragraph 4		\$	
		(3) Sales price (sum of 3A(1) and 3.	A(2))		\$	2,181,593.70
		02) 4-1-18 Initialed for Identificat	tion by Seller,	and Buyer	s B Fax: (972	Page 1 of 14) 334-9963 Princeton-Jay

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

(TXR-1802) 4-1-18

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

Commercial Contract - Unimproved Property concerning

6. TITLE POLICY AND SURVEY:

Α.	Title	Pol	lic\	/ :

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing insuring Buyer against loss under the title policy subject only to

		(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
	(2) X	The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: (a) will not be amended or deleted from the title policy. (b) will be amended to read "shortages in areas" at the expense of X Buyer Seller.
	(3)	Within <u>20</u> days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.
B.	<u>Su</u>	rvey: Within <u>540</u> days after the effective date:
X	(1)	Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer (insert amount) of the cost of the survey at closing, if closing occurs.
	(2)	Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
	(3)	Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.
C.	<u>Bu</u>	yer's Objections to the Commitment and Survey:
	(1)	Within days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or

survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

(TXR-1802) 4-1-18

Initialed for Identification by Seller ___

Page 3 of 14

Commercial Contract - Unimproved Property concerning

the northwest quadrant of Beauchamp Blvd and County Rd 400, fronting Beauchamp Blvd, City of Princeton

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7.

7. I	PR	OPERTY CONDITION:
,	۹.	<u>Present Condition</u> : Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
i	3.	<u>Feasibility Period</u> : Buyer may terminate this contract for any reason within days after the effective date (feasibility period) by providing Seller written notice of termination.
		(1) Independent Consideration. (Check only one box and insert amounts.)
		(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money. Buyer will not have the right to terminate under this Paragraph 7B.
		as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration. Buyer will not have the right to terminate under this Paragraph 7B.
		(2) <u>Feasibility Period Extension</u> : Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional days by depositing additional earnest money in the amount of \$ with the title company. <u>If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.</u>
(С.	Inspections, Studies, or Assessments:
		(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
(TXR	-18	02) 4-1-18 Initialed for Identification by Seller, and Buyer Page 4 of 14

the northwest quadrant of Beauchamp Blvd and County Rd 400, fronting Beauchamp Blvd, City of Princeton

(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

- (c) abide by any reasonable entry rules or requirements of Seller;(d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

		termination of this contract.
Э.	<u>Pro</u>	perty Information:
	X	 Delivery of Property Information: Within
		Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.) (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in
		 other than an electronic format and all copies that Buyer made of those items; (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Sellet delivered to Buyer or Buyer copied in any format; and (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed. This Paragraph 7D(2) survives termination of this contract.
Ξ.		ntracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner on the effective date under reasonably prudent business standards; and (2) will not transfer or

E. <u>Contracts Affecting Operations</u>: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A.	Each written lease Seller is to assign to Buyer under this contract must be in full force and effect
	according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease,
	or make any amendment or modification to any existing lease withouts Buyer's written consent. Seller
	$\sim 10^{-10}$

(TXR-1802) 4-1-18

Initialed for Identification by Seller _____, ____ and

and Buyer

Page 5 of 14

Commercial Contract - Unimproved Property concerning fronting Beauchamp Blvd, City of Princeton

the northwest quadrant of Beauchamp Blvd and County Rd 400, fronting Beauchamp Blvd. City of Princeton

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B.	Estoppel Certificates: Within	_ days after the effective date	e, Seller will delive	r to Buyer estoppe
	certificates signed not earlier than		by each tenan	t that leases space
	in the Property. The estoppel certifica	ites must include the certification	ations contained in	the current version
	of TXR Form 1938 - Commercial Ter	nant Estoppel Certificate and	d any additional inf	ormation requested
	by a third party lender providing fina	incing under Paragraph 4 if	the third party lea	nder requests such
	additional information at least 10 da	ays prior to the earliest dat	e that Seller may	deliver the signed
	estoppel certificates.			

9. BROKERS:

Principal Broker: <u>H</u>	enry S. Miller Brokerage, LLC	Cooperating	Broker: Glasco Comme	rcial Real Estate, LLC
Agent: Scott Axelro	d	Agent: Gran	t J Glasco	
Address: 5151 Belt	Line Rd. Suite 900	_ Address: <u>50</u>	025 Shoreline Drive	
Dallas, Te	xas 75254	<u>F</u> i	risco, TX 75034	
Phone & Fax: (972)	119-4034	_ Phone & Fax	(214)448-0134	
E-mail: saxelrod@l	nenrysmiller.com	_ E-mail: grant	@glascocommercial.com	n
License No.:		_ License No.: 9	9000772	
B. <u>Fees</u> : (Check on	r only. r only. y between Seller and Buyer.		g Broker represents E if (1) is selected.)	Buyer.
(1) Seller will p between Prir in the Agreer	ay Principal Broker the fe cipal Broker and Seller. Prin nent Between Brokers found	e specified by ncipal Broker wil	separate written co I pay Cooperating Bro	oker the fee specified
(2) At the closing	g of this sale, Seller will pay:			
	ker a total cash fee of: % of the sales price. 000,000 of Sales Price & 1.5% of balance			he sales price.
	s will be paid in pany to pay the brokers from	Collin the Seller's prod		xas. Seller authorizes
TXR-1802) 4-1-18	Initialed for Identification by Sello	er , and	d Buyer	Page 6 of 14

Commercial Contract - Unimproved Property concerning fronting Beauchamp Blvd, City of Princeton

the northwest quadrant of Beauchamp Blvd and County Rd 400, fronting Beauchamp Blvd. City of Princeton

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A.	The date of the closing of the sale (closing date) will be on or before the later of:
	(1) X days after the expiration of the feasibility period.
	(specific date).
	(2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a general x special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinguent taxes on the Property:
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

(TXR-1802) 4-1-18 Initialed for Identification by Seller , and Buyer

Page 7 of 14

Princeton-Jav

the northwest quadrant of Beauchamp Blvd and County Rd 400, fronting Beauchamp Blvd. City of Princeton

Commercial Contract - Unimproved Property concerning <u>fronting Beauchamp Blvd, City of Princeton</u>

- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- **12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (*If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
 - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates:
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. <u>Buyer's Expenses</u>: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

(TXR-1802) 4-1-18

Initialed for Identification by Seller _____, ___ and Buyer

Page 8 of 14

Commercial Contract - Unimproved Property concerning

the northwest quadrant of Beauchamp Blvd and County Rd 400, fronting Beauchamp Blvd, City of Princeton

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

Α.	If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies),
	may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure
	except for any damages resulting from Buyer's inspections, studies or assessments in accordance with
	Paragraph 7C(3) which Seller may pursue; or
	(Check if applicable)
	enforce specific performance, or seek such other relief as may be provided by law.
_	If with a 4 fault Caller is smaller within the time allowed to delive the action of a stiff at a

- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.
- **16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
 - B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.
- **17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

(TXR-1802) 4-1-18 Initialed for Identification by Seller _____, ____ and Buyer Page 9 of 14

Princeton-Jay

the northwest quadrant of Beauchamp Blvd and County Rd 400. Commercial Contract - Unimproved Property concerning fronting Beauchamp Blvd, City of Princeton

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. | Seller | Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.
- 19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- **X** B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property:
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property:
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

- 20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.
- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.
- 21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TXR-1802) 4-1-18

Initialed for Identification by Seller

and Buver

Page 10 of 14

Commercial Contract - Unimproved Property concerning

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D.	Addenda which are part of this contract are: (Check all that apply.)
X	(1) Property Description Exhibit identified in Paragraph 2;
	(2) Commercial Contract Financing Addendum (TXR-1931);
	(3) Commercial Property Condition Statement (TXR-1408);
	(4) Commercial Contract Addendum for Special Provisions (TXR-1940);
	(5) Notice to Purchaser of Real Property in a Water District (MUD);
	(6) Addendum for Coastal Area Property (TXR-1915);
	(7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
	(8) Information About Brokerage Services (TXR-2501);
	(9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
	(10)
	(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)
E.	Buyer x may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

- **23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- **24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

(TXR-1802) 4-1-18

Initialed for Identification by Seller

and Buyer ,

Page 11 of 14

the northwest quadrant of Beauchamp Blvd and County Rd 400, Commercial Contract - Unimproved Property concerning fronting Beauchamp Blvd, City of Princeton

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

26. CONTRACT	AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell
the Property.	Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property
is located, on	, the offer will lapse and become null and void.

(TXR-1802) 4-1-18

Initialed for Identification by Seller

Page 12 of 14

the northwest quadrant of Beauchamp Blvd and County Rd 400, Commercial Contract - Unimproved Property concerning fronting Beauchamp Blvd, City of Princeton

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

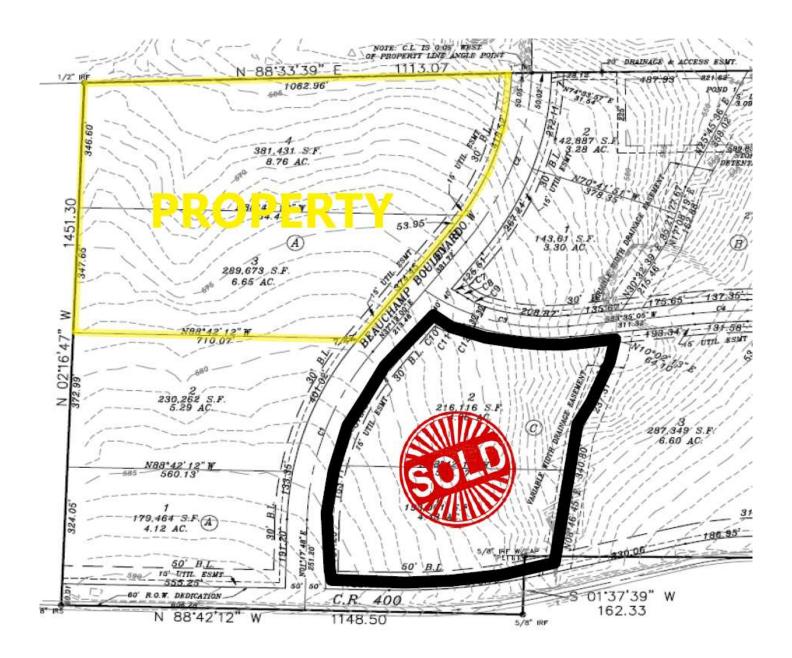
Seller: Princeton Economic Development Corporation	Buyer: 99 Vision LLC
By:By (signature):	By:By (signature):
Printed Name:	Printed Name: Prasenjit J Bhaumik
By:	By:
By (signature):	
Printed Name:	Printed Name:
Title:	Title:

(TXR-1802) 4-1-18 Page 13 of 14 Commercial Contract -Unimproved Property concerning

the northwest quadrant of Beauchamp Blvd and County Rd 400, fronting Beauchamp Blvd, City of Princeton

AGREEMENT BETWEEN BROKERS (use only if Paragraph 9B(1) is effective)					
Principal Broker agrees to pay					
The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.					
Principal Broker:	Cooperating Broker:				
By:	Ву:				
ATTO	DRNEYS				
Seller's attorney:	Buyer's attorney:				
Address:	Address:				
Phone & Fax:	Phone & Fax:				
E-mail:	E-mail:				
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.				
ESCROW RECEIPT					
The title company acknowledges receipt of: A. the contract on this day B. earnest money in the amount of \$	(effective date); in the form of				
Title company: Capital Title	Address: 2713 Virginia Pkwy, Suite 100				
Ву:	McKinney, TX 75071 Phone & Fax: (972)542-1251 (972)562-9881				
Assigned file number (GF#):	E-mail: sharon@mcwilliams.law				

Exhibit A



A RESOLUTION OF THE CITY OF PRINCETON TEXAS, 4A ECONOMIC DEVELOPMENT CORPORATION ESTABLISHING THE ALLOCATION OF FUNDS FOR A SPECIFIC PROJECT

RESOLUTION NO. 2021-07-08-R

WHEREAS, the Princeton Economic Development Corporation has determined that it is in the best interest of the Citizens of Princeton to commit the funding for providing professional information technology services for the preparation of a city-wide Communication Master Plan; and

WHEREAS, Chapter 501.103 of the Texas Local Government Code authorizes projects to be undertaken by the EDC for telecommunications and Internet improvements; and

WHEREAS, having a City Wide Communications Master Plan will enhance the City's ability to qualify for sources of funding available for Broadband, WIFI, High Speed Internet, and other Communications and networking projects; and

WHEREAS, on June 7th the EDC met in regular session and voted to approve IPO #131 and the expenditure in the amount of **\$124,500** for the project based on the presentation presented by Kimley-Horn, (Attached) as Exhibit A; and

WHEREAS, the cost for this phase of the project \$124,500; and

WHEREAS, the Princeton Economic Development Corporation has determined that the amount of **\$124,000** be allocated from the 4A Corporations sales tax revenue for the project; and

BE IT RESOLVED BY THE PRINCETON ECONOMIC DEVELOPMENT CORPORATION, THAT THE FUNDS ARE HEREBY COMMITTED FOR THE ABOVE MENTIONED PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE REQUIRED DOCUMENTS TO COMPLETE THE PROJECT.

ARTICLE 1.

The amount of \$124,500 is hereby allocated for the Project.

Effective Date. This Resolution shall be effective upon the approval by the City Council.					
PASSED by the Princeton Economic Development Corporation, this Day of 2021.					
APPROVED:	ATTEST:				
President, Sherry Campbell	City Secretary, Tabatha	a Monk			
PASSED by the City Council of the City of Princeton	n, Texas, this day of _	2021.			





PRINCETON

TEXAS

City of Princeton

Communication

Master Plan



Project Understanding

- The Communication Master Plan will serve as a long-range communication plan to support:
 - The City's Information Technology Department
 - The City's future Intelligent Transportation System (ITS)
- Investigate use of American Rescue Plan Act of 2021 to deploy broadband



Proposed Scope of Services

- Project Management
- Conduct Kick-Off Meeting
- Compile Existing Infrastructure Information
- Develop Concept of Operations
- Reveal Potential Technologies
- Develop Preliminary Network Design
- Present Findings
- Prepare Master Plan and Deployment Plan
- Develop Request for Information
- Prepare Ordinance for Adoption





Kick-Off Meeting

- Objectives
 - Discuss the project's administrative details (scope, schedule, points of contact, invoicing, etc.)
 - Discuss City's goals and objectives
 - Identify potential users of the system
 - Existing conditions data



Data

- Wireless networks
- Traffic signals, flashing beacons, pedestrian crossings
- Information technology needs and requirements
- School zone flasher
- Vertical assets
- City facilities and assets (police, fire, schools, SCADA, Parks)



Concept of Operations

- Half-day workshop
 - Identifies low-level needs for communications, specifically broadband
 - Activities and need for broadband by user type and bandwidth requirements
 - With a communication system in place, identify how it will be used, roles and responsibilities of involved parties, and capabilities of users need
 - Possible business models to support broadband
 - Discuss phased deployment
 - Need to interface with other agencies outside of the City
 - Public information
 - Smart city functions
 - Traffic signal management





Potential Technologies

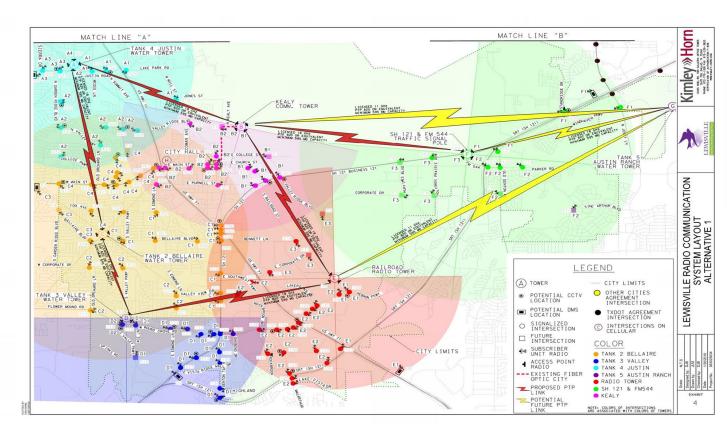
- Develop Conceptual Communication Typology
 - Up to 3 alternative concept designs
- Workshop to discuss alternatives
 - Reveal advantage/disadvantage
 - Decide more preferred





Preliminary Network Design

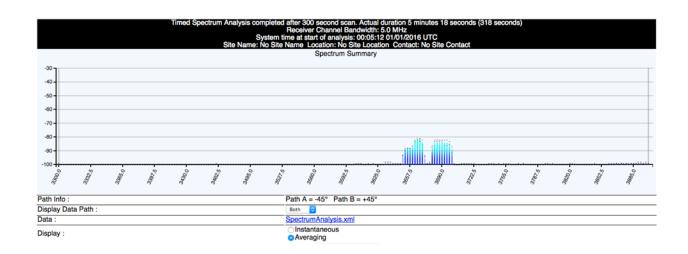
- Based on preferred alternative concept
- Bandwidth assessment
- Wireless path study
- Produce Google Earth KMZ file and technical memorandum
- Identifies planning level cost for construction
- Used in Request for Information





Presentations

- EDC 2-hour workshop to reveal findings and recommendations
- City Council present master plan (see next slide)







Communications Master Plan

- Section 1. Executive Summary
- Section 2. Introduction and Background
- Section 3. Existing Conditions
- Section 4. Needs Assessment
- Section 5. Requirements
- Section 6. Overview of Telecommunications Networks
- Section 7. Communications Options
- Section 8. Funding Options
- Section 9. Recommended Telecommunications Network
- Section 10. Implementation and Network Migration Plan
- Section 11. Maintenance and Operations



Deployment Plan

Draft Deployment Plan



Request for Information



Final Deployment Plan

- Draft Deployment Plan Concept of how the City would fund the construction of the desired infrastructure, and roles and responsibilities of 3rd party service provider
- RFI sent to potential wireless internet service providers (WISP) to reveal preliminary plan and solicit interest and possible services to provide turn-key operation
- Final Deployment Plan incorporates information learned from RFI, incorporates/addresses City concerns, creates a plan of action



Prepare Ordinance for Adoption

 The Ordinance would be based on the Communication Master Plan and Final Deployment Plan

INDIVIDUAL PROJECT ORDER (IPO) #131

Development of a Communication Master Plan

Date Prepared: May 25, 2021

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

Identification of Project:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this professional services agreement to the City of Princeton ("the City") for providing professional information technology services for the preparation of a city-wide Communication Master Plan.

Project Understanding:

This project will include the development of a Communication Master Plan for the City. The Communication Master Plan will serve as a long-range communication plan to support the City's Information Technology (IT) Department communication needs and the City's future Intelligent Transportation System (ITS) communication needs.

The Consultant will manage the services outlined in this scope as efficiently and effectively as practicable. The Consultant will manage the project team, communicate effectively, coordinate internally and externally with members of the project team, and proactively address project issues with the City's Project Manager and other assigned City representatives.

Scope of Services:

LS = Lump Sum Fee Type

Task 1 - Project Management

\$20,500 LS

Subtask 1.1 Project Control and Management.

The Consultant will be responsible for managing the project within the schedule identified under Subtask 1.3. Specific activities include coordination of internal resources; subconsultant coordination; review, verification, and approval of subconsultant(s) services; and ongoing reassessments of contract and schedule adherence.

Subtask 1.2 Project Records and Files.

The Consultant will develop a project filing system, both for data in hard copy format and for electronic data. This filing system, which will be maintained in the Consultant's offices for the life of the project, will be designed such that files can be located and retrieved. This filing system will provide that electronic files are backed up, with duplicate copies stored at a secure, off-site location. One copy of the electronic data will be submitted to the City at project closure.

Subtask 1.3 Schedule.

The Consultant will develop a baseline schedule to depict the project workflow based on the structure described within this scope of services. This schedule will present the projected task durations. If the

actual project schedule deviates from the original schedule, the Consultant will generate a revised schedule to depict actual progress against the original baseline schedule.

Subtask 1.4 Status Reports and Invoicing.

Monthly status reports will be prepared and submitted to the City along with invoices. The status reports will contain a report of project progress and contract fulfillment. The report will address technical progress, contract progress, and management related topics. This task will also include the receipt and processing of invoices from project subconsultants, as required to satisfy City requirements. Monthly invoicing will be part of the status report package.

Subtask 1.5 Project Status and Review Meetings.

In addition to the reporting requirements outlined above, project status meetings with the City will help the Consultant maintain schedule and contract adherence. Six project status meetings may be necessary over the course of the project. Additional meetings related to specific project tasks and deliverables are identified under this scope as part of those tasks. The Consultant will prepare agendas, materials, and meeting notes for these meetings.

Subtask 1.6 Quality Assurance.

The Consultant will utilize the Consultant's quality control procedures. This task includes steps taken during the project to monitor the progress of reports, data, and project material for compliance with agreed upon project deliverable expectations.

Task 2 - Kick-Off Meeting

\$ 7,000 LS

There are two key objectives of this meeting. The first objective is to bring together the key participants in the study to discuss the project's main deliverables and time schedule. Other administrative details will also be discussed.

The second objective is for key staff to discuss project specifics outlined below.

The Consultant will organize, prepare for, and facilitate one Kick-Off meeting, addressing the following objectives:

- Discuss the scope and roles of the Consultant,
- Discuss deliverables,
- Discuss project schedule,
- Identify the protocol for project communications,
- Lead an interactive discussion of the City's goals and objectives,
- Identify the users of the system,
- Plan for specific documents that will require City review and comment, and
- Identify the need for, and the provision of, existing conditions data.

Deliverable: The Consultant will prepare and distribute meeting summaries that include action items by responsible party.

Task 3 - Compile Existing Infrastructure Documents

\$ 6,000 LS

This task includes the collection and organization of data by the Consultant for use in other tasks of this project. The specific type, quantity, and other requirements of the data to be collected, reduced, and organized by the Consultant are described in the following subtasks.

Subtask 3.1 Collect Existing System Information

The Consultant will collect from the City, pull from the Consultant files (from past projects), or TxDOT existing GIS maps, record drawings, tabular data, or high-level network schematics that pertain to the following functional areas:

Wireless Network

• Existing wireless radio links owned or leased by the City

Traffic Signals and Flashing Beacons

- Existing, planned, and future traffic signals
- Existing traffic signal interconnect and conduit (if present), and
- Signalized pedestrian crossings

Information Technology

- Core architecture requirements
- · Communication infrastructure (fiber or wireless) that can be shared, and
- Identified needs for communication infrastructure

School Zone Flasher

School zone flasher locations and communications interface

Vertical Assets

- Existing and planned radio towers owned or leased by the City
- · Multi-storied buildings owned or leased by the City, and
- Other owned or leased high points such as elevated water storage tanks

City Facilities and Assets

- Police and fire department buildings or offices
- Public schools
- SCADA locations
- Parks, and
- Enterprise zones

Subtask 3.2 Existing System Field Verification.

Upon receipt of information requested from the City, the Consultant will perform a field review at a limited number of project intersections and communication nodes to gather additional data and photographs to be used in the development of the Communication Master Plan. Field verification has been limited to one day with a two-man field crew.

Task 4 - Concept of Operations

\$14,000 LS

It is important to establish a platform defining how the communication network will support the City's needs. To establish this foundation, the Consultant will develop the Concept of Operations (ConOps). The Concept of Operations will represent the City's staff's conceptualization of day-to-day conditions and activities (operation) of the various possible uses of a wireless network and what bandwidth requirements are needed to serve those functions.

It will describe the purpose of the wireless network, the environment in which it will be implemented and operated, how it will be used, roles and responsibilities of involved parties, and what capabilities the users need. More simply put, the Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms.

The Consultant will organize and conduct a half-day workshop to develop and refine ideas of what the future system will be. This workshop should include departments that may utilize the wireless network as it is envisioned today, as well as staff that may benefit from, or provide support to, the future wireless system. The Consultant will work with the City to identify participants in this workshop.

The Consultant will lead a discussion on possible business models that might be deployed. This would include construction, operations, and maintenance of a wireless network. The basic premise would be along the lines of City funded construction and a third-party operate and maintain.

The workshop participants will identify and discuss how a phased implementation of a wireless network will support current needs and possible needs in the future, by user (department). The discussion will include assumptions that should be used, or sources of information to make judgements towards bandwidth needs, reliability, and securing needs by user type.

The following is a categorical list of topics to be covered with various City staff:

- Interface to other agencies within the City
 - o Interface
 - Sharing of information
- Interface to other agencies outside of the City
 - Interface
 - Sharing of information
- Public information
 - Traffic conditions
 - Planned construction/maintenance events
 - Connected / autonomous vehicles
- Smart City functions
 - City-owned streetlights
 - Others as identified
- Traffic signal management
 - Monitoring and control
 - o Incident management

Deliverable: The Consultant will develop the Concept of Operations document based on the above work activity results. This document will identify high-level needs and requirements. This document will be delivered to the City for their review and comment. After comments are received, the Consultant will update the document to serve as a framework for subsequent portions of this project.

Task 5 - Potential Technologies

\$17,500 LS

Subtask 5.1 Develop Conceptual Communication Typology.

The Consultant will leverage the information gathered in the Concept of Operations workshop and existing/planned city facilities requiring wireless communication to develop up to three (3) alternative concept designs. For example, identify where licensed broadband radio links are needed, possible high-point locations/towers could be leveraged, or constructed, and array of access points needed to support subscribers (end users or devices).

IPO#131 – May 25, 2021 4

Subtask 5.2 Workshop.

The Consultant will organize and execute a half-day workshop to discuss the alternative designs. The workshop will center around the Consultant's best assessment of technologies that fit the City's needs. Discuss how various links would be constructed considering a phased deployment plan (build/expand as needed). Discuss possible risks, cost-sharing, and planning-level costs to deployment.

The Consultant will prepare brief technical summaries of existing and evolving technologies that have the potential of meeting the needs and requirements of the City. The technical summary will identify known current users of the technology, performance, security, maintenance and configuration solutions, and cost (planning level cost).

Task 6 - Preliminary Network Design

\$11,500 LS

Based upon the preferred alternative identified in Task 5, the Consultant will develop the following:

Subtask 6.1 Pre-Network Design.

Based upon the outcome of Task 5, the Consultant will prepare a pre-network design based on the City's most preferred architecture. The pre-network design will address the City's identified wireless network needs.

Subtask 6.2 Bandwidth Budget Assessment. The Consultant will conduct a bandwidth budget assessment on a recommended wireless architecture, taking into consideration the near- and long-term data and bandwidth needs. The Consultant will evaluate the total bandwidth required for each communication node (elevated storage tank, etc.) and the aggregate bandwidth need of the system.

Subtask 6.3 Wireless Path Study.

From the results of Subtasks 6.1 and 6.2, the Consultant will conduct a path study using Motorola LinkPlanner software and Google Earth to evaluate the theoretical performance of the radio communication system to support the system. The path study will take into consideration both topography and elevated obstructions, GPS locations of proposed equipment, frequency, mounting height, channel bandwidth, and antenna size.

The path study will evaluate the point-to-multipoint wireless network from each elevated storage tank or radio tower out to project intersections.

Deliverable: The Consultant will produce a Google Earth .KMZ file and prepare a technical memorandum summarizing the results of the path study and submit to the City.

Task 7 - Presentations \$11,000 LS

Subtask 7.1 EDC Meeting.

The Consultant will organize, prepare for, and facilitate one two-hour workshop with representatives of the EDC and project team. The Consultant will present background on the project, educate attendees on the components of the project, site project examples from similar communities, discuss near and long-term goals for the project, and associated benefits.

Subtask 7.2 City Council.

The Consultant will organize, prepare for, and present the master plan project to City Council and respond to questions.

Deliverable: The Consultant will prepare and distribute meeting materials and summary documentation.

IPO#131 – May 25, 2021 5

Subtask 8.1 Communication Master Plan.

Following the completion of the previous tasks and acceptance of the Consultant's recommendations, the Consultant will develop the communication master plan document. The work activities associated with this task leverage a significant amount of effort already put forward to the development of the communication master plan. The following Report sections are anticipated:

- Section 1. Executive Summary
- · Section 2. Introduction and Background
- Section 3. Existing Conditions
- Section 4. Needs Assessment
- Section 5. Requirements
- Section 6. Overview of Telecommunications Networks
- Section 7. Communications Options
- Section 8. Funding Options
- Section 9. Recommended Telecommunications Network
- Section 10. Implementation and Network Migration Plan
- Section 11. Maintenance and Operations

Deliverable: The Consultant will develop the Communication Master Plan document based on the above work activity results. This document will be delivered to the City for their review and comment. After comments are received, the Consultant will update the document to serve as final deliverable.

Subtask 8.2 Draft Deployment Plan.

The Consultant will develop a draft Deployment Plan. The Deployment Plan will leverage the Communications Master Plan and present the concept of how the City would fund the construction of the desired infrastructure and a third-party would operate and maintain the network, including the concept of how users fees would be collected by the third-party, how the City would leverage the infrastructure for their use, and make available the wireless network to paying consumers. This task will include effort by the Consultant to conduct a cursory investigation of how Internet Service Providers typically deploy wireless networks, and manage back-office operations, possible cost sharing with the owner-agency, assumptions risks, and management of risks. Additional effort will be required to research legal and policy limitations related to use of Federal funds for such a deployment.

Subtask 8.3 Final Deployment Plan.

The Consultant will review the data received from Task 9 (RFI) and make a recommendation for appropriate path forward. The Deployment Plan will be updated to reflect the chosen direction.

Deliverables: The Consultant will develop the draft Deployment Plan and deliver to the City for their review and comment. The Consultant will update the document as requested by the City. The final Deployment Plan would not be completed until after the issuance and receipt of data provided by Task 9 – Request for Information, as described below.

Task 9 - Development of Request for Information

\$ 9,000 LS

The Consultant will leverage city-provided template(s) and data/information contained in Task 8 to develop a request for information (RFI) that will be sent to possible internet service providers (ISPs) to solicit level of interest. The RFI will include the basic language explaining the purpose of the project, roles and responsibilities, conceptual design illustrations, and requirements. The City will be responsible for sending the RFI to Consultant-provided companies.

Task 10 - Preparation of the Ordinance for Adoption

\$ 3,000 LS

The Consultant will develop the ordinance for the City to adopt related to the Communications Master Plan report.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City.

Phase II Recommended Tasks that are not included in the Scope and Fee above:

Task 11 - Preparation of Request for Proposal

This task would produce an RFP that reflects the Deployment Plan and would solicit a price from a service provider. The RFP would be for the construction of wireless antennas, tower construction, configuration of the wireless network, installation of known subscribers, providing back-end services, connection with a broadband provider (e.g., AT&T, Verizon, etc.), and customer service. This task would include responding to questions and production of addendums.

Task 12 - Review of RFPs, verify preferred vendor's references

This task would review the received responses, rank according to qualifications, rank according to price, review of references, and make a recommendation.

Task 13 - Technical support during contracting

This task would provide technical and administrative support to the City during the contracting phase with the selected service provider.

Task 14 - Construction Phase Services and Program Management

This task would provide administrative and program support during the construction phase of the broadband wireless network and coordinating with City staff on facilities to be connected.

Schedule: Project to begin upon receipt of signed IPO #131. We will provide our services as expeditiously as practicable.

Terms of compensation:

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

Task 1 – Project Management	\$20,500 LS
Task 2 – Kick-off Meeting	\$ 7,000 LS
Task 3 – Collect Existing Infrastructure Documents	\$ 6,000 LS
Task 4 – Concept of Operations	\$14,000 LS
Task 5 – Potential Technologies	\$17,500 LS
Task 6 – Preliminary Network Design	\$11,500 LS
Task 7 – Presentation	\$11,000 LS
Task 8 – Develop Communications Master Plan and Deployment Plan	\$25,000 LS
Task 9 – Development of Request for Information	\$ 9,000 LS
Task 10 – Preparation of the Ordinance for Adoption	\$ 3,000 LS

Project Total \$124,500 LS

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

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

Deliverables: One PDF copy and ten bound copies of the Communication Master Plan will be provided upon adoption.

Other Specific Terms of Individual Project Order: None.

ACCEPTED:

CITY OF PRINCETON	KIMLEY-HORN AND ASSOCIATES, INC.
BY:	BY: <u>Kevin Gaskey, P.E.</u>
TITLE:	TITLE: Senior Vice President
DATE:	DATE: May 25, 2021

INDIVIDUAL PROJECT ORDER (IPO) #131

Development of a Communication Master Plan

Date Prepared: May 25, 2021

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

Identification of Project:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this professional services agreement to the City of Princeton ("the City") for providing professional information technology services for the preparation of a city-wide Communication Master Plan.

Project Understanding:

This project will include the development of a Communication Master Plan for the City. The Communication Master Plan will serve as a long-range communication plan to support the City's Information Technology (IT) Department communication needs and the City's future Intelligent Transportation System (ITS) communication needs.

The Consultant will manage the services outlined in this scope as efficiently and effectively as practicable. The Consultant will manage the project team, communicate effectively, coordinate internally and externally with members of the project team, and proactively address project issues with the City's Project Manager and other assigned City representatives.

Scope of Services:

LS = Lump Sum Fee Type

Task 1 - Project Management

\$20,500 LS

Subtask 1.1 Project Control and Management.

The Consultant will be responsible for managing the project within the schedule identified under Subtask 1.3. Specific activities include coordination of internal resources; subconsultant coordination; review, verification, and approval of subconsultant(s) services; and ongoing reassessments of contract and schedule adherence.

Subtask 1.2 Project Records and Files.

The Consultant will develop a project filing system, both for data in hard copy format and for electronic data. This filing system, which will be maintained in the Consultant's offices for the life of the project, will be designed such that files can be located and retrieved. This filing system will provide that electronic files are backed up, with duplicate copies stored at a secure, off-site location. One copy of the electronic data will be submitted to the City at project closure.

Subtask 1.3 Schedule.

The Consultant will develop a baseline schedule to depict the project workflow based on the structure described within this scope of services. This schedule will present the projected task durations. If the

actual project schedule deviates from the original schedule, the Consultant will generate a revised schedule to depict actual progress against the original baseline schedule.

Subtask 1.4 Status Reports and Invoicing.

Monthly status reports will be prepared and submitted to the City along with invoices. The status reports will contain a report of project progress and contract fulfillment. The report will address technical progress, contract progress, and management related topics. This task will also include the receipt and processing of invoices from project subconsultants, as required to satisfy City requirements. Monthly invoicing will be part of the status report package.

Subtask 1.5 Project Status and Review Meetings.

In addition to the reporting requirements outlined above, project status meetings with the City will help the Consultant maintain schedule and contract adherence. Six project status meetings may be necessary over the course of the project. Additional meetings related to specific project tasks and deliverables are identified under this scope as part of those tasks. The Consultant will prepare agendas, materials, and meeting notes for these meetings.

Subtask 1.6 Quality Assurance.

The Consultant will utilize the Consultant's quality control procedures. This task includes steps taken during the project to monitor the progress of reports, data, and project material for compliance with agreed upon project deliverable expectations.

Task 2 - Kick-Off Meeting

\$ 7.000 LS

There are two key objectives of this meeting. The first objective is to bring together the key participants in the study to discuss the project's main deliverables and time schedule. Other administrative details will also be discussed.

The second objective is for key staff to discuss project specifics outlined below.

The Consultant will organize, prepare for, and facilitate one Kick-Off meeting, addressing the following objectives:

- Discuss the scope and roles of the Consultant,
- Discuss deliverables,
- Discuss project schedule.
- Identify the protocol for project communications,
- Lead an interactive discussion of the City's goals and objectives,
- Identify the users of the system,
- Plan for specific documents that will require City review and comment, and
- Identify the need for, and the provision of, existing conditions data.

Deliverable: The Consultant will prepare and distribute meeting summaries that include action items by responsible party.

Task 3 - Compile Existing Infrastructure Documents

\$ 6,000 LS

This task includes the collection and organization of data by the Consultant for use in other tasks of this project. The specific type, quantity, and other requirements of the data to be collected, reduced, and organized by the Consultant are described in the following subtasks.

Subtask 3.1 Collect Existing System Information

The Consultant will collect from the City, pull from the Consultant files (from past projects), or TxDOT existing GIS maps, record drawings, tabular data, or high-level network schematics that pertain to the following functional areas:

Wireless Network

· Existing wireless radio links owned or leased by the City

Traffic Signals and Flashing Beacons

- · Existing, planned, and future traffic signals
- · Existing traffic signal interconnect and conduit (if present), and
- Signalized pedestrian crossings

Information Technology

- Core architecture requirements
- Communication infrastructure (fiber or wireless) that can be shared, and
- Identified needs for communication infrastructure

School Zone Flasher

· School zone flasher locations and communications interface

Vertical Assets

- · Existing and planned radio towers owned or leased by the City
- Multi-storied buildings owned or leased by the City, and
- · Other owned or leased high points such as elevated water storage tanks

City Facilities and Assets

- · Police and fire department buildings or offices
- Public schools
- SCADA locations
- · Parks, and
- Enterprise zones

Subtask 3.2 Existing System Field Verification.

Upon receipt of information requested from the City, the Consultant will perform a field review at a limited number of project intersections and communication nodes to gather additional data and photographs to be used in the development of the Communication Master Plan. Field verification has been limited to one day with a two-man field crew.

Task 4 - Concept of Operations

\$14,000 LS

It is important to establish a platform defining how the communication network will support the City's needs. To establish this foundation, the Consultant will develop the Concept of Operations (ConOps). The Concept of Operations will represent the City's staff's conceptualization of day-to-day conditions and activities (operation) of the various possible uses of a wireless network and what bandwidth requirements are needed to serve those functions.

It will describe the purpose of the wireless network, the environment in which it will be implemented and operated, how it will be used, roles and responsibilities of involved parties, and what capabilities the users need. More simply put, the Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms.

The Consultant will organize and conduct a half-day workshop to develop and refine ideas of what the future system will be. This workshop should include departments that may utilize the wireless network as it is envisioned today, as well as staff that may benefit from, or provide support to, the future wireless system. The Consultant will work with the City to identify participants in this workshop.

The Consultant will lead a discussion on possible business models that might be deployed. This would include construction, operations, and maintenance of a wireless network. The basic premise would be along the lines of City funded construction and a third-party operate and maintain.

The workshop participants will identify and discuss how a phased implementation of a wireless network will support current needs and possible needs in the future, by user (department). The discussion will include assumptions that should be used, or sources of information to make judgements towards bandwidth needs, reliability, and securing needs by user type.

The following is a categorical list of topics to be covered with various City staff:

- Interface to other agencies within the City
 - o Interface
 - Sharing of information
- Interface to other agencies outside of the City
 - o Interface
 - Sharing of information
- Public information
 - o Traffic conditions
 - Planned construction/maintenance events
 - Connected / autonomous vehicles
- Smart City functions
 - City-owned streetlights
 - Others as identified
- Traffic signal management
 - Monitoring and control
 - Incident management

Deliverable: The Consultant will develop the Concept of Operations document based on the above work activity results. This document will identify high-level needs and requirements. This document will be delivered to the City for their review and comment. After comments are received, the Consultant will update the document to serve as a framework for subsequent portions of this project.

Task 5 - Potential Technologies

\$17,500 LS

Subtask 5.1 Develop Conceptual Communication Typology.

The Consultant will leverage the information gathered in the Concept of Operations workshop and existing/planned city facilities requiring wireless communication to develop up to three (3) alternative concept designs. For example, identify where licensed broadband radio links are needed, possible high-point locations/towers could be leveraged, or constructed, and array of access points needed to support subscribers (end users or devices).

Subtask 5.2 Workshop.

The Consultant will organize and execute a half-day workshop to discuss the alternative designs. The workshop will center around the Consultant's best assessment of technologies that fit the City's needs. Discuss how various links would be constructed considering a phased deployment plan (build/expand as needed). Discuss possible risks, cost-sharing, and planning-level costs to deployment.

The Consultant will prepare brief technical summaries of existing and evolving technologies that have the potential of meeting the needs and requirements of the City. The technical summary will identify known current users of the technology, performance, security, maintenance and configuration solutions, and cost (planning level cost).

Task 6 - Preliminary Network Design

\$11,500 LS

Based upon the preferred alternative identified in Task 5, the Consultant will develop the following:

Subtask 6.1 Pre-Network Design.

Based upon the outcome of Task 5, the Consultant will prepare a pre-network design based on the City's most preferred architecture. The pre-network design will address the City's identified wireless network needs.

Subtask 6.2 Bandwidth Budget Assessment. The Consultant will conduct a bandwidth budget assessment on a recommended wireless architecture, taking into consideration the near- and long-term data and bandwidth needs. The Consultant will evaluate the total bandwidth required for each communication node (elevated storage tank, etc.) and the aggregate bandwidth need of the system.

Subtask 6.3 Wireless Path Study.

From the results of Subtasks 6.1 and 6.2, the Consultant will conduct a path study using Motorola LinkPlanner software and Google Earth to evaluate the theoretical performance of the radio communication system to support the system. The path study will take into consideration both topography and elevated obstructions, GPS locations of proposed equipment, frequency, mounting height, channel bandwidth, and antenna size.

The path study will evaluate the point-to-multipoint wireless network from each elevated storage tank or radio tower out to project intersections.

Deliverable: The Consultant will produce a Google Earth .KMZ file and prepare a technical memorandum summarizing the results of the path study and submit to the City.

Task 7 - Presentations \$11,000 LS

Subtask 7.1 EDC Meeting.

The Consultant will organize, prepare for, and facilitate one two-hour workshop with representatives of the EDC and project team. The Consultant will present background on the project, educate attendees on the components of the project, site project examples from similar communities, discuss near and long-term goals for the project, and associated benefits.

Subtask 7.2 City Council.

The Consultant will organize, prepare for, and present the master plan project to City Council and respond to questions.

Deliverable: The Consultant will prepare and distribute meeting materials and summary documentation.

IPO#131 – May 25, 2021 5

Task 8 - Develop Communications Master Plan and Deployment Plan

\$25,000 LS

Subtask 8.1 Communication Master Plan.

Following the completion of the previous tasks and acceptance of the Consultant's recommendations, the Consultant will develop the communication master plan document. The work activities associated with this task leverage a significant amount of effort already put forward to the development of the communication master plan. The following Report sections are anticipated:

- Section 1. Executive Summary
- Section 2. Introduction and Background
- Section 3. Existing Conditions
- Section 4. Needs Assessment
- Section 5. Requirements
- Section 6. Overview of Telecommunications Networks
- Section 7. Communications Options
- Section 8. Funding Options
- Section 9. Recommended Telecommunications Network
- Section 10. Implementation and Network Migration Plan
- Section 11. Maintenance and Operations

Deliverable: The Consultant will develop the Communication Master Plan document based on the above work activity results. This document will be delivered to the City for their review and comment. After comments are received, the Consultant will update the document to serve as final deliverable.

Subtask 8.2 Draft Deployment Plan.

The Consultant will develop a draft Deployment Plan. The Deployment Plan will leverage the Communications Master Plan and present the concept of how the City would fund the construction of the desired infrastructure and a third-party would operate and maintain the network, including the concept of how users fees would be collected by the third-party, how the City would leverage the infrastructure for their use, and make available the wireless network to paying consumers. This task will include effort by the Consultant to conduct a cursory investigation of how Internet Service Providers typically deploy wireless networks, and manage back-office operations, possible cost sharing with the owner-agency, assumptions risks, and management of risks. Additional effort will be required to research legal and policy limitations related to use of Federal funds for such a deployment.

Subtask 8.3 Final Deployment Plan.

The Consultant will review the data received from Task 9 (RFI) and make a recommendation for appropriate path forward. The Deployment Plan will be updated to reflect the chosen direction.

Deliverables: The Consultant will develop the draft Deployment Plan and deliver to the City for their review and comment. The Consultant will update the document as requested by the City. The final Deployment Plan would not be completed until after the issuance and receipt of data provided by Task 9 – Request for Information, as described below.

Task 9 - Development of Request for Information

\$ 9,000 LS

The Consultant will leverage city-provided template(s) and data/information contained in Task 8 to develop a request for information (RFI) that will be sent to possible internet service providers (ISPs) to solicit level of interest. The RFI will include the basic language explaining the purpose of the project, roles and responsibilities, conceptual design illustrations, and requirements. The City will be responsible for sending the RFI to Consultant-provided companies.

Task 10 - Preparation of the Ordinance for Adoption

\$ 3,000 LS

The Consultant will develop the ordinance for the City to adopt related to the Communications Master Plan report.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City.

Phase II Recommended Tasks that are not included in the Scope and Fee above:

Task 11 - Preparation of Request for Proposal

This task would produce an RFP that reflects the Deployment Plan and would solicit a price from a service provider. The RFP would be for the construction of wireless antennas, tower construction, configuration of the wireless network, installation of known subscribers, providing back-end services, connection with a broadband provider (e.g., AT&T, Verizon, etc.), and customer service. This task would include responding to questions and production of addendums.

Task 12 - Review of RFPs, verify preferred vendor's references

This task would review the received responses, rank according to qualifications, rank according to price, review of references, and make a recommendation.

Task 13 - Technical support during contracting

This task would provide technical and administrative support to the City during the contracting phase with the selected service provider.

Task 14 - Construction Phase Services and Program Management

This task would provide administrative and program support during the construction phase of the broadband wireless network and coordinating with City staff on facilities to be connected.

Schedule: Project to begin upon receipt of signed IPO #131. We will provide our services as expeditiously as practicable.

Terms of compensation:

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

Task 1 – Project Management	\$20,500 LS
Task 2 – Kick-off Meeting	\$ 7,000 LS
Task 3 – Collect Existing Infrastructure Documents	\$ 6,000 LS
Task 4 – Concept of Operations	\$14,000 LS
Task 5 – Potential Technologies	\$17,500 LS
Task 6 – Preliminary Network Design	\$11,500 LS
Task 7 – Presentation	\$11,000 LS
Task 8 – Develop Communications Master Plan and Deployment Plan	\$25,000 LS
Task 9 – Development of Request for Information	\$ 9,000 LS
Task 10 – Preparation of the Ordinance for Adoption	\$ 3,000 LS

Project Total \$124,500 LS

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

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

Deliverables: One PDF copy and ten bound copies of the Communication Master Plan will be provided upon adoption.

Other Specific Terms of Individual Project Order: None.

ACCEPTED:

CITY OF PRINCETON

RV.

TITI E:

DATE:

KIMLEY-HORN AND ASSOCIATES, INC.

BY: Kevin Gaskey, P.E.

TITLE: Senior Vice President

DATE: May 25, 2021



CITY OF PRINCETON, TEXAS COMMITMENT OF FUNDS FOR SPECIFIC PROJECT

RESOLUTION NO. 2021-06-28-R-04

A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT TO COLLIN COUNTY AND ESTABLISHING THE FUNDING FOR THE CONSTRUCTION OF OPEN SPACE AND PARK TRAILS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, the governing body of the City of Princeton has determined that it is in the best interest of the City to construct new opens space and park trails; and

WHEREAS, Collin County has opened the application for the Collin County Open Space and Trails Grant, and applications are due no later than July 6^{th} ; and

WHEREAS, The Princeton Crossroads Municipal Park will offer open space, play areas and trails for public use; and

WHEREAS, the project is estimated to cost \$2,250,000; and

WHEREAS, the City of Princeton requests from the Collin County Open Space and Trails Grant \$500,000 in Grant funds for this project; and

WHEREAS, the remaining funding for this project will be paid from the current available funds from Park Fees and the 2020 Certificate of Obligation, available for this project; and

WHEREAS, the City Council authorizes the City Manager to submit the Grant Application and prepare any associated documents to requested by Collin County for the project, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, THAT THE FUNDS ARE HEREBY COMMITTED FOR THE ABOVE MENTIONED PROJECT. ARTICLE 1.

The remaining amount over and above the Grant Award is hereby allocated for this project.

Effective Date.

Mayor	City Secretary
APPROVED:	ATTEST:
PASSED by the City Council of the City of Princeton	on, Texas, this 28th day of June 2021.
This Resolution shall be effective upon the date of p	passage by the City Council.



Collin County
Parks and Open Space
Project Funding Assistance Program
Application

Please use Arial Font size 11 and <u>submit a signed original Application and 12 photocopies</u> stapled and pages numbered. Please no cover pages, this should be Page 1.

SECTION 1: APPLICANT AND PROJECT INFORMATION

1. Project Applicant Information	IND PROJECT INFORMATION
Applicant – (Legal Name):	Project Contact Name/Title:
CITY OF PRINCETON	CHASC BRYANT / PARKS DIRECTOR
Complete Mailing Address:	Telephone Number:
123 W. PRINCETON DR.	469 - 704 - 5646
PRINCETON TX 75407	972- 734-2416
Fax Number:	E-mail Address:
	CBRYANT @ PRINCETON TX.US
Federal Tax Identification Number:	Date Resolution Signed:
75-6003992	
2. Project Title:	
PRINCESON CROSS ROADS PARK PI	HASE 1B
3. Brief Description of Purpose of Project:	
WALKING TRAILS AND REST AREAS	THROUGH CROSSROADS PARK
LOCATED AT THE NEW MUNICIPA	
4. General Project Information:	
a. Please check the one category this applic	
Land Acquisition for Parks and Ope	
Regional Trail Connector or Trail Pr	oject
Facilities (Capital) Improvements for	r Parks and Open Space
b. Amount of Funding Requested:	c. Total Project Costs:
\$ 500,000	\$ 2,250,000
d. Start Date of Project:	e. End Date of Project:
AUGUST 1, 2021	MAY 1, 2022
5. Authorized Signature (signatory must have co	entract signing authority):
Signature:	Title: CITY MANABEL
Print Name: DEREK BORK	Date: 6/23/21

SECTION 2: AUTHORIZED REPRESENTATIVE

The Applicant hereby designates the individual named below as the person authorized to act on behalf of the Applicant.

Authorized Project Representative: The following person is authorized to receive direction, manage work performed, sign required reports, and other acts on behalf of the Applicant.

Signature:	Title: PARKS DIRECTOR
Printed Name:	469 - 704 - 5646 Phone Number:
123 W. PRINCETON DR. PRINCETON TX 75407 Address:	CBRYANT @ PRINCETON TX. US E-mail Address:

Has Collin County previously provided funding for this Project?

Yes

No

For Collin County Parks Foundation Ad Does the proposed project advance the mission of the County Parks	Open Speed	a Use Unly		444
is the application auministratively complete? Yes	Mo	e Strategic Plan?	yes_	n
Did the applicant receive funding for this project in previous years? successful in the timely completion of the project?	yes _ no	no (If yes,	were they	



Engineering 4690 Community Avenue Suite 200 McKinney, Texas 75071 972-548-3727 www.collincountytx.gov

April 9, 2021

RE: Collin County - Project Funding Assistance Program

Enclosed are the Guideline and Instructions and Application to apply for County Park & Open Space 2018 bond funds for the 3rd Series of the Project Funding Assistance Program. A total of \$2 million is planned to be made available for this series.

Collin County is accepting applications for the development, expansion or improvement of parks in Collin County. Availability of funds is based on a dollar for dollar match. Matching funds can be either cash, materials, or in-kind services.

Please carefully read the enclosed Guidelines and Instructions, and Application.

These forms can also be accessed online at https://www.collincountytx.gov/parks/Pages/funding.aspx with a fillable application.

County staff is available to assist in answering any questions to aid in a successful application submission, therefore should you have any concerns about your project or the application please call Dawn Redwine (972) 548-3744 or Tracy Homfeld (972) 548-3733.

Submit an **original application** and **12 photocopies** to the address below. Please staple all copies in the in upper left corner and do not include any cover letters or report covers.

Collin County Engineering, 4690 Community Avenue, Ste. 200 McKinney, Texas 75071

Application deadline is Tuesday, July 6, 2021, at 4:00 P.M.

NOTICE Late submissions will not be accepted



City of Princeton P&Z and City Council Staff Report

SUP20211026 – Specific Use Permit – A 4.009 acre tract of land in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas, Oncor - Applicant, - Kimley-Horn, Engineer/Representative STAFF REPORT

I. SITE DATA

SITE DATA

Existing Zoning: PD16A - Planned Development

Existing use: Vacant Lot Size: 4.009 Acre

Direction	Zoning	Existing Land Use
North	AG	Agricultural
East	N/A	Agricultural
South	N/A	Agricultural
West	AG	Agricultural



REQUEST

Applicant requests Commission approve request for a special use permit to allow for the construction and operation of an electrical substation per the City zoning ordinance the proposed uses requires and Specific Use Permit.

II. PROCESS

The process for granting approval of a special use permit are as follows:

- As permitted under the provisions of the City of Princeton Ordinances, a property owner may petition the City for a Specific Use of Property, as authorized by the zoning district in which the property is located. Such petition shall be considered by the Planning and Zoning Commission. After proper notice and a public hearing, the Planning and Zoning Commission shall make a recommendation to the City Council regarding any application for a Specific Use Permit. The Planning and Zoning Commission may require information, operating data, and expert evaluation concerning the location and function and characteristics of any building or use proposed.
- After proper notice and a public hearing, the City Council may grant a permit
 for a Specific Use of Property as authorized by the zoning district in which the
 property is situated. The City Council may require information, operating
 data, and expert evaluation concerning the location and function and
 characteristics of any building or use proposed.
- In recommending that a Specific Use Permit for the premises under consideration be granted, the Planning and Zoning Commission shall determine that such use or uses are harmonious and adaptable to building structures and uses of adjacent property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of access to public streets, provisions for drainage, adequate off-street parking, protective screening and open space, heights of structures, and compatibility of buildings.
- The City Council shall authorize issuance of a Specific Use Permit only after determining that the proposed use or uses are harmonious and adaptable to building structures and uses of adjacent property and other property in the vicinity of the premises under consideration.
- The City Council shall authorize issuance of a Specific Use Permit only after determining that adequate provisions have been made for the paving of streets, alleys, and sidewalks, means of access to public streets, provisions for drainage, adequate off-street parking, protective screening and open space, heights of structures, and compatibility of buildings.
- No Specific Use Permit shall be granted unless the applicant, owner, and grantee of the Specific Use Permit shall be willing to accept and agree to be bound by and comply with the written requirements of the permit, as attached to the site plan drawing (or drawings) and approved by the City Council. No

public hearing is necessary for site plan approval.

- Whenever regulations or restrictions imposed by this ordinance are either
 more or less restrictive than regulations imposed by any governmental
 authority through legislation, rule, or regulation, the regulations, rules or
 restriction which are more restrictive or impose higher standards or
 requirements shall govern. Regardless of any other provision of this
 ordinance, no land shall be used and no structure erected or maintained in
 violation of any State or Federal pollution control or environmental protection
 law or regulation.
- When the City Council authorizes granting of the Specific Use Permit, the Zoning Map shall be amended according to its legend to indicate that the affected area has conditional and limited uses.

Commission Action

The Commission has the following options:

- 1. Recommend Approval to City Council SUP20211026 with conditions
- 2. Require modifications to SUP20211026 and have it returned for Commission review at the next meeting.
- 3. Deny the request of SUP20211026 with reasons stated in the motion.

If the Commission approves this application, staff recommends that the following conditions of approval be imposed:

- 1. The Specific Use Permit shall be specific to the owner/applicant under the name of Oncor, and may not be transferred to another person, entity or location without the approval of the City Council of the City of Princeton, Texas.
- 2. Applicant shall obtain all necessary construction permits prior to any construction.
- 3. Applicant must apply for certificate of occupancy and have the facility inspected by the Fire Marshal & Building Official prior to occupancy.
- 4. Applicant shall make no substantial changes in plans without City approval.
- 5. The proposed use shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including yet not limited to business licensing regulations, waste disposal, and hazardous waste disposal and shall not create a public nuisance.
- 6. Applicant shall complete and obtain all inspections, permits and licenses required by the City.

7. Any violations of the terms and conditions of the SUP shall render the same null and void without necessity of further hearing.

III. REVIEW HISTORY				
Body:	Petition:	Action:	Date:	
Planning & Zoning	Special Use Permit	Hearing Before the	June 21,	
Commission		Commission	2021	
City Council	Special Use Permit	Hearing Before the Council	June 28,	
			2021	

IV. STAFF RECOMMENDATION

Approval of SUP20211026 proposed use appears to be consistent with surrounding uses and comprehensive plan.

Shawn Fort, Director of Development Services



SPECIFIC USE PERMIT

REQUIRED

	Office Use Only:	
]	Date Received: ZC. #: Planning & Zoning Date	
	City Council Date	40

DATE OF PRE-APPLICATION CONFERENCE (required): Name of Project: Oncor Ivy League Electrical Substation

Type of Use: Electrical Substation

Application Type ✓ Specific Use Permit **Application Fee*** \$ 325.00

Southeast corner of FM 9	82 & CR 452		
[Address and General Lo	cation approximate distance to	nearest existing street	et corner]
erty (must also attach accurate	metes and bounds description	ı):	1000
	I Translate or infestional Destroit infesion M	nunn veith Lata/filanti	
[Survey/Abstract No. and	rracis, or pratted Subdivision is	ame with Lots/Blockj	
			5
		nager	
lopment & Management, LL	.C		
TPC Drive, Suite 110	City: McKinney	_ State: TX Zi	p: _75070
Fax: ()	Email Address: bob@tes	schassociates.com	1
	[Address and General Loverty (must also attach accurate int Survey, Abst 957 [Survey/Abstract No. and er, LLC (3.082 ac) & Bob Tesch Involvent E. Tesch Blopment & Management, LL TPC Drive, Suite 110 Fax: () USE PERMIT REQUESTED	perty (must also attach accurate metes and bounds description of Survey, Abst 957 [Survey/Abstract No. and Tracts; or platted Subdivision No. and Tracts; or platted Subdivis	[Address and General Location approximate distance to nearest existing street entry (must also attach accurate metes and bounds description): Int Survey, Abst 957 [Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block] Per, LLC (3.082 ac) & Bob Tesch Investments, LLC (0.927 ac) Number: 469-795-6615 Subert E. Tesch Title: Manager Blopment & Management, LLC TPC Drive, Suite 110 City: McKinney State: TX Zi Fax: () Email Address: bob@teschassociates.com USE PERMIT REQUESTED:

**READ BEFORE SIGNING BELOW:

By signing this application, staff is granted access to your property to perform work related to your case.

Participan				
			I waive the statutory time limits in accordance	
			With Section 212 of the Texas Local Government Code.	
SICI	NATU	DE.	1/1/1/ E /	
3101	NATU		ter of authorization required if signature is other than property owner)	
Print	t or Ty	e Name	Robert E. Tesch	
Kno	wn to r	ne to be	the person whose name is subscribed to the above and foregoing instrument, and	
Ack	nowled	ged to n	he that they executed the same for the purposes and consideration expressed and in the	i e
Capa	acity th	erein sta	ted. Given under my hand and seal of office on this 4 day of M $CCV = 20$ 2	- (
AY PL	~~~	anda Cab	rel	
2	KING MY	onda Cab Commissio	SUBSCRIBED AND SWORN TO before me, this the 4 day of 1/1/19	au 2021
A	· 60 02/2	23/2025 No 126814	SUBSCRIBED AND SWORN TO before me, this the day of	1 1 , 2001
OF OF		12001	Notary Public in and for the State of Texas: Rhonda Co	yoral
~~	/444			,
		100		<u>Page 2 of 2</u>
**R	EAD E	EFORE	SIGNING BELOW:	
			ore than one property owner complete a separate sheet with the same wording as below. Th	
			ant is other than the property owner a "Power of Attorney" with original, notarized signatures	are required. (Notaries are
avail	able up	on submi	tal	
STA	TE OF	TEXAS	3)(
COI	INITY	OF COL	LIN)(
COL		OF COL)(
		DEFOR	EME - N. A. D. D. D. L. C. M. L. A. C.	41
		BEFUR	E ME, a Notary Public, on this day personally appearedgned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or	the
			(proof attached) for the purposes of this application; that all information submitted herein is true	
			mitting this application does not constitute approval, and incomplete applications will result in d	
				10 17
10			**^	/ . 1
		1.5	**Owner / Agent	(circle one)
		137	SUBSCRIBED AND SWORN TO before me, this the day of	
			BODGERIDED AND SWORT TO before file, this the day of	
			Notary Public in and for the State of Texas:	
W. 107 (SOM)	2000			
	Appl	icant	Submittal Check List	City Use
	Initia	l Below		Initial Below
			Application: Signed & Notarized Application with Original Signatures of all property	
	V		owners and applicant	
			Written Verification such as: Notarized statement or "Power of Attorney" from real	
	V		property owner authorizing an agent to act on his/her behalf.	
			Proof of Ownership (e.g. General warranty deed; Special warranty deed; Title policy; or	
	V		document approved by the City Planner)	
	V	•	Required Exhibits	
	V		Legal Description	
	V		Boundary/Property Survey	
			Address Labels for 200 ft. Property Adjacent Property Owners Conceptual	
	V		Plan	
			ı içil	

City of Princeton * 123 W. Princeton Drive, Princeton, TX 75407



City of Princeton P&Z and City Council Staff Report

TEXAS

ZA20210120 – Zone Map Amendment – a 52.467 acre tract of land in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas. M/I Homes of DFW, LLC- Applicant– LJA Engineering., - Representative

STAFF REPORT

I. SITE DATA

SITE DATA

Existing Zoning: AG

Existing use: Agricultural Lot Size: 52.467 Acres

Direction	Zoning	Existing Land Use
North	SF-1	Public Park
East	SF-1	Single Family Residential
South	C-2	Commercial
West	PD#7	Planned Development #7



REQUEST

Applicant requests Council approve request for Rezoning to allow the zone map amendment from AG Agricultural to PD#23 Planned Development 23.

II. PROCESS

The process for a zoning amendment are as follows:

- (b) Zoning amendments process, public hearing and notice.
 - (1) Zoning district change (zoning map amendment).
 - a. One planning and zoning commission public hearing required. Prior to making its report to the city council, the planning and zoning commission shall hold at least one public hearing on each application.
 - b. Written notice of the planning and zoning commission public hearing. Before the tenth calendar day before the hearing date before the planning and zoning commission, written notice of each public hearing before the planning and zoning commission on a proposed change in a zoning classification shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of property within 200 feet of the property in which the change in classification is proposed. This notice is served by deposit in the United States Postal Service.
 - c. *Published notice of the city council public hearing*. Notice of city council public hearing shall be given by publication in the official newspaper of the city, stating the time and place of such public hearing, a minimum of 15 calendar days prior to the date of the public hearing.
 - (2) Zoning text amendment.
 - a. *Published notice prior to public hearing*. Notice of public hearings on proposed changes in the text of the zoning ordinance shall be accomplished by one publication not less than 15 calendar days prior to both the planning and zoning commission and city council meetings thereto in the official newspaper of the city.
 - b. *Exemption*. Changes in the ordinance text that do not change zoning district boundaries do not require written notification to individual property owners.
- (c) Failure to appear before the commission. The planning and zoning commission may deny a zoning application if the applicant or representative fails to appear at one or more hearings before the planning and zoning commission.
- (d) Planning and zoning commission consideration and report.

- (1) Planning and zoning commission vote. The planning and zoning commission, after the public hearing is closed, may vote to approve with amendments and conditions, table, or deny in whole or in part the application.
- (2) Planning and zoning commission table. The planning and zoning commission may table for not more than 90 calendar days from the time it is posted on the agenda until it has had opportunity to consider other proposed changes which may have a direct bearing thereon.
- (3) Planning and zoning commission consideration. In making their determination, the planning and zoning commission shall consider, among other things, the following factors:
 - a. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the city as a whole.
 - b. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.
 - c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances that may make a substantial part of such vacant land unavailable for development.
 - d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.
 - e. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also.
 - f. The impact on the environment regarding the floodplain, riparian areas, topography, and vegetation.
 - g. Whether the request is consistent with the comprehensive plan and other master plans.
 - h. Any other factors which will substantially affect the health, safety, morals, or general welfare.
 - i. Findings of a traffic impact analysis (TIA), if required.

- (4) Planning and zoning commission justification for denial. If the planning and zoning commission denies the zoning request, it may offer reasons to the applicant for the denial.
- (e) City council consideration.
 - (1) Proposal recommended for approval by the commission.
 - a. Every proposal which is recommended favorable by the planning and zoning commission shall be automatically forwarded to the city council for setting and holding of public hearing thereon.
 - b. No change, however, shall become effective until after the adoption of an ordinance for same and its publication as required by law.
 - (2) City council consideration and action.
 - a. City council, after the public hearing is closed, may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application.
 - (3) Three-fourths city council vote required for protested amendments.
 - a. Documented protest requirements.
 - 1. *Documented protest filing*. Protests against proposed amendments shall be filed at least seven calendar days before the date of the public hearings.
 - b. Documented protest participant requirements.
 - 1. *Interior protester*: The owners, duly signed and acknowledged, of 20 percent or more of the lots or land area included within a proposed amendment boundary may participate in a documented protest for a specific case.
 - 2. Exterior protester: The owners, duly signed and acknowledged, of 20 percent or more of the lots or land area within a 200-foot radius of the exterior boundary of the area included in a proposed amendment may participate in a documented protest for a specific case.
 - (4) Documented protest effect. If a documented protest against a proposed amendment, supplement, or change to a zoning regulation or boundary has been filed with the zoning administrator, then such amendments shall not become effective except by the affirmative vote of three-fourths, or four votes of all members of the city council.
 - (5) Denial by city council.

- a. The city council may deny any request with prejudice.
- b. If a request has been denied with prejudice, the same or similar request may not be resubmitted to the city for six months from the original date of denial.
- (6) Final approval and ordinance adoption.
 - a. Approval of any zoning change or amendment by the city council at the scheduled public hearing shall constitute instruction to city staff to prepare the appropriate ordinance for final formal passage at a subsequent time.
 - b. If finally approved by the required number of votes, the ordinance shall be executed by the mayor.
 - c. The ordinance shall become effective from and after its adoption and publication as required by law.

Commission Action

The Commission has the following options:

- 1. Recommend Approval to City Council ZA20210120
- 2. Recommend Denial the request of ZA202100120 with reasons stated in the motion.

Council Action

The Board has the following options:

- 1. Approval the request.
- 2. Deny the request.

=- = <i>j</i>								
III. REVIEW HIST	ORY							
Body:	Petition:	Action:	Date:					
Planning & Zoning	Zone amendment	Hearing Before the	June 21,					
Commission		Commission	2021					
City Council	Zone amendment	Hearing Before the	June 28,					
		Council	2021					

IV. STAFF RECOMMENDATION

Approval of zone change to PD#23 the proposed change appears consistent with surrounding uses and the comprehensive plan.



ZONING APPLICATION City of Princeton, Texas

F. T. P. P. P. D. P.	7	7	7	-	Ŧ	7	۳		7	-	7	•	٠	•	Ť	-	7	***	m	-	7
. Office Use Only:		٠		•		4		۸		4		÷		+		+		4			
. Onloc ose only.		à	•	Ŷ.	•	8	-		•		*		*		٠,		*		٠		
THE PERSON OF THE		Ŧ	4	ň	'n.	S,		8			٠	ā	Ž.	*	c	*	ï	Ĉ.	8	7	3
11年13年12年11年13年11日14		4		ï		×		ú				ų,	П	ü	5	ü	ſ,	v.	Ü	ı.	а
4 (4 1) 1 1 1 (0 0)					h		٠				٠		+		'n.		÷		٠		
	10	-	9	*	0	*	Ą	*		*		٠		*		٠		4		۰	
PORT OF BUILDING		¥	n	ï	ō		•	ú	n			÷	ě.	Ų.	e.	4		5	7	8	
1 Paul Paul Land									÷	8		-	4	3	¥	õ	¥		9	7	ï
Date Received:		٠		٠		٠		٠		-		ġ.				×				'n.	
			*	_	Č.		7		Ŧ		Ŧ	3	٠		÷.		*		4		
	Y.	G,	Q.	ď.	ŭ.	ď.		ē		-	0	•	1	.*	ŭ	٠.	2	4		*	
ZC. #:		è		+						٠	6	'n.	9		ű,		Š		ů.	į.	3
+ LU #.	-	4	4	-	4	-	à,	_	+		±		4		÷				ŧ.		4
		à		٠	В	1	ē			,		٠		+		-		٠		-	
			Ö	ı,	٥		,		•		*	9	*	2	8	9	*	9	*	9	1

DATE OF PRE-APPLICATION CONFERENCE: 4/2/2020 R	EQUIRED	
Name of Subdivision or Project: Forest Park		
Application Type [] Initial Zoning (newly annexed or Agricultural property	у)	Application Fee* \$ 1,113
Rezoning (property currently zoned)		S
Specific Use Permit (SUP) – see Zoning Ordinance fo	r special requirements and procedures	\$325.00
Physical Location of Property: 650' East of Prairie Creek [[Address and General	Drive on West College Street al Location approximate distance to nearest	t ovieting etraat cornart
Brief Legal Description of Property (must also attach accurately No. 957 and 52.467 Acres out of the Edward Wuermser ar	rate metes and bounds description): Hard	din Wright Survey, Abstrac
Acreage: 52.467 Existing Zoning: N/A Re		t
OWNER'S NAME: M/I Homes of DFW, LLC	Phone Number: 214.	514.3389
	Title: Vice Preside	
Company Name: M/I Homes of DFW, LLC		
Street/Mailing Address: 121 Bypass, Ste A-210	City: Stat	te: Zip:
Phone: (214) 514-3389 Fax: ()		
ENGINEER / REPRESENTATIVE'S NAME:		
Contact Person: Lauren Gilstrap		
Company Name:		
Street/Mailing Address:		te: Zip:
Phone: () <u>288-1935</u> Fax: ()		
SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DAM must be mailed to all property owners within 200 feet of the subject property. ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE SCI with, and to comply with, all City submittal requirements (in the Zoning & Sul checklists that may be obtained from City staff), including the number of plans submittal requirements. Incomplete submittals will not be accepted.	Please contact City staff in advance for submittal HEDULED FOR P&Z AGENDA. It is the applican bidivision Ordinances, and any separate submittal is to be submitted, application fees, etc. Please contact the property of the	deadlines.) nt's responsibility to be familiar policies, requirements and/or ontact City staff in advance for
SUBMISSIONS. Failure to submit all materials (including Conceptual Plan) Submit One (1) 11X17, One (1) PDF File on CD to the Development Departm NOTICE OF PUBLIC RECORDS. The submission of plans/drawings with that these items may be viewed by the general public. Unless the applicant that the associated plans/drawings) will be considered consent by the applicant that the	nent by the Submittal deadline. this application makes such items public record, a cant expressly states otherwise in writing, submi	and the applicant understands

*Zoning/Rezoning Fee: \$325.00, plus \$15.00 per acre up to 250 acres and \$8.00 per acre over 250 acres

City of Princeton * 123 W. Princeton Drive, Princeton, TX 75407

Name	of	Subdivision	n or	Proi	ect:	Forest	Park
------	----	-------------	------	------	------	--------	------

Page 2 of 2

**READ BEFORE SIGNING BELOW:

By signing this application, staff is granted access to your property to perform work related to your case.

I waive the statutory time limits in accordance With Section 212 of the Texas Local Government Code.

SIGNATURE:

(Letter of authorization required if signature is other than property owner)

Print or Type Name: Kevin Dym, Vice President, Land

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and Acknowledged to me that they executed the same for the purposes and consideration expressed and in the Capacity therein stated. Given under my hand and seal of office on this 10th day of May 20 26



SUBSCRIBED AND SWORN TO before me, this the low lay of

Jay of May , 202

If there should be more than one property owner complete a separate sheet with the same wording as below. The City requires all Original Signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures are required. (Notaries are available upon submittal)

Notary Public in and for the State of Texas:

C	Т	'Α'	TE	\circ	$\mathbf{F} \cap$	LE.	KAS
J	Ţ	\mathbf{u}	LE	V.	1. 1		7473

)(

COUNTY OF COLLIN

**Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____

Applicant Submittal Check List City Use
Initial Below Initial Below

Notary Public in and for the State of Texas:

minai Beio	W	Initial Below
LJA	Application: Signed & Notarized Application with Original Signatures of all property owners and applicant	
LJA	Written Verification such as: Notarized statement or "Power of Attorney" from real property owner authorizing an agent to act on his/her behalf.	
LJA	Proof of Ownership (e.g. General warranty deed; Special warranty deed; Title police; or document approved by the City Planner)	
LJA	Required Exhibits	
LJA	Metes and Bounds Description	
LJA	Boundary/Property Survey	
LJA	Address Labels for 200 ft. Property Adjacent Property Owners Conceptual Plan	
	Folded set of One (1) 11"X17", One (1) PDF File on CD	

City of Princeton * 123 W. Princeton Drive, Princeton, TX 75407

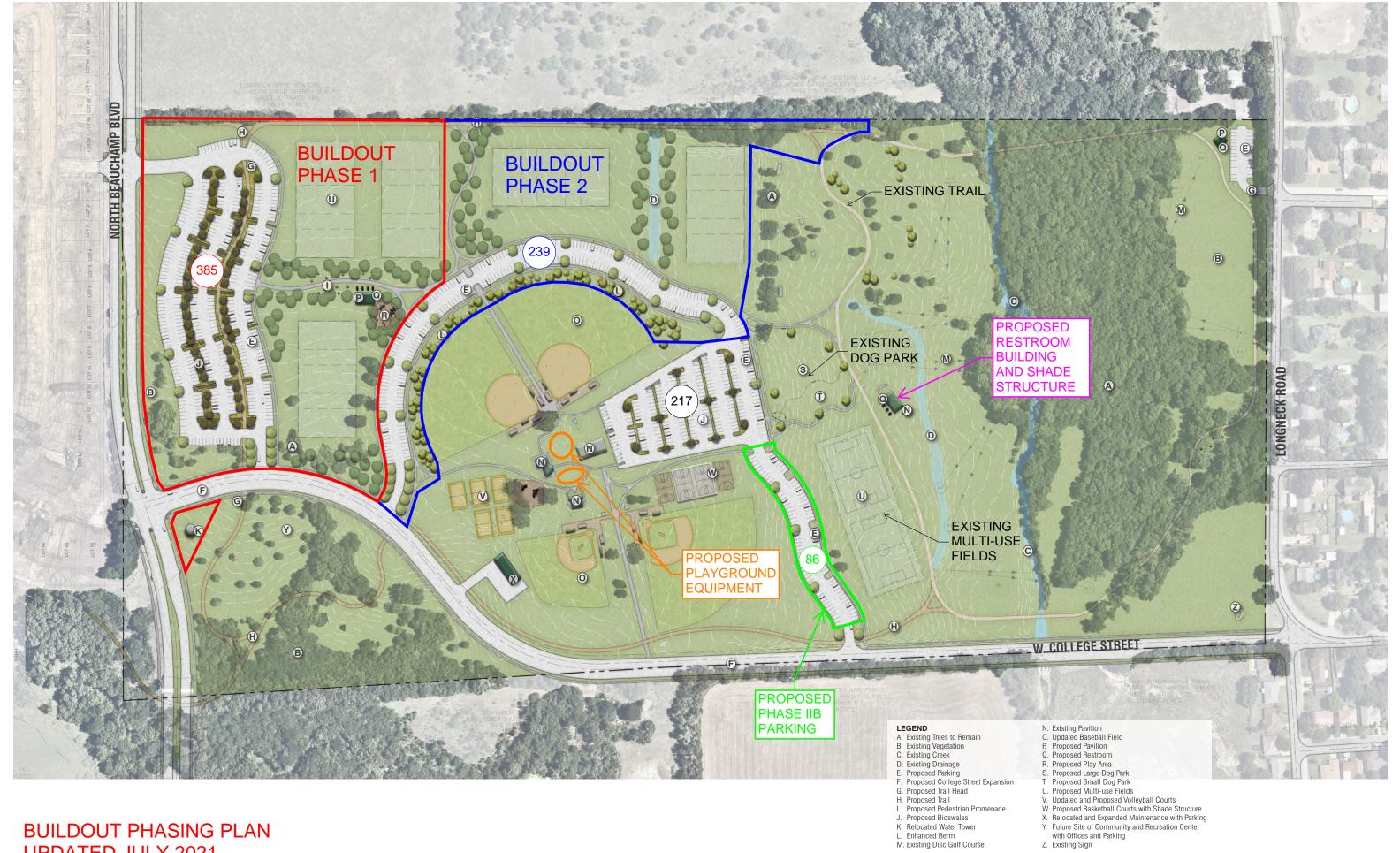
Office 972-736-6169 Fax 972-734-2548

development-info@princetontx.us

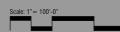
PARKS PROJECT PRIORITY LIST

PRIORITY	PROJECT	ESTIMATED COST
1	JM Caldwell Park Phase IIB Parking	\$400,000
2	JM Caldwell Park Entry Feature and Additional Parking Lot	\$1,500,000
3	JJ Book Wilson Park Phase 1	\$2,065,000
4	JM Caldwell Park Buildout	\$8,000,000
5	JM Caldwell Park Playground Addition and Relocation	\$425,000
6	Land Acquisition	\$7,000,000
7	Additional Baseball and Softball Fields (\$500K each, 12 included)	\$6,000,000
8	JM Caldwell Park New Restroom Facility and Shade Structure	\$500,000
9	Parks and Recreation Office and Maintenance Facility	\$1,200,000
10	JJ Book Wilson Park Phase II (skate park, restroom, splash pad)	\$2,500,000
11	Recreation Center	\$15,000,000
12	Veterans Memorial/3 rd Street Park Improvements	\$750,000
13	Trails, Trailheads and Parking	\$1,000,000
14	Event Center/Festival Grounds	\$7,000,000
	TOTAL	\$53,340,000

\$12,390,000

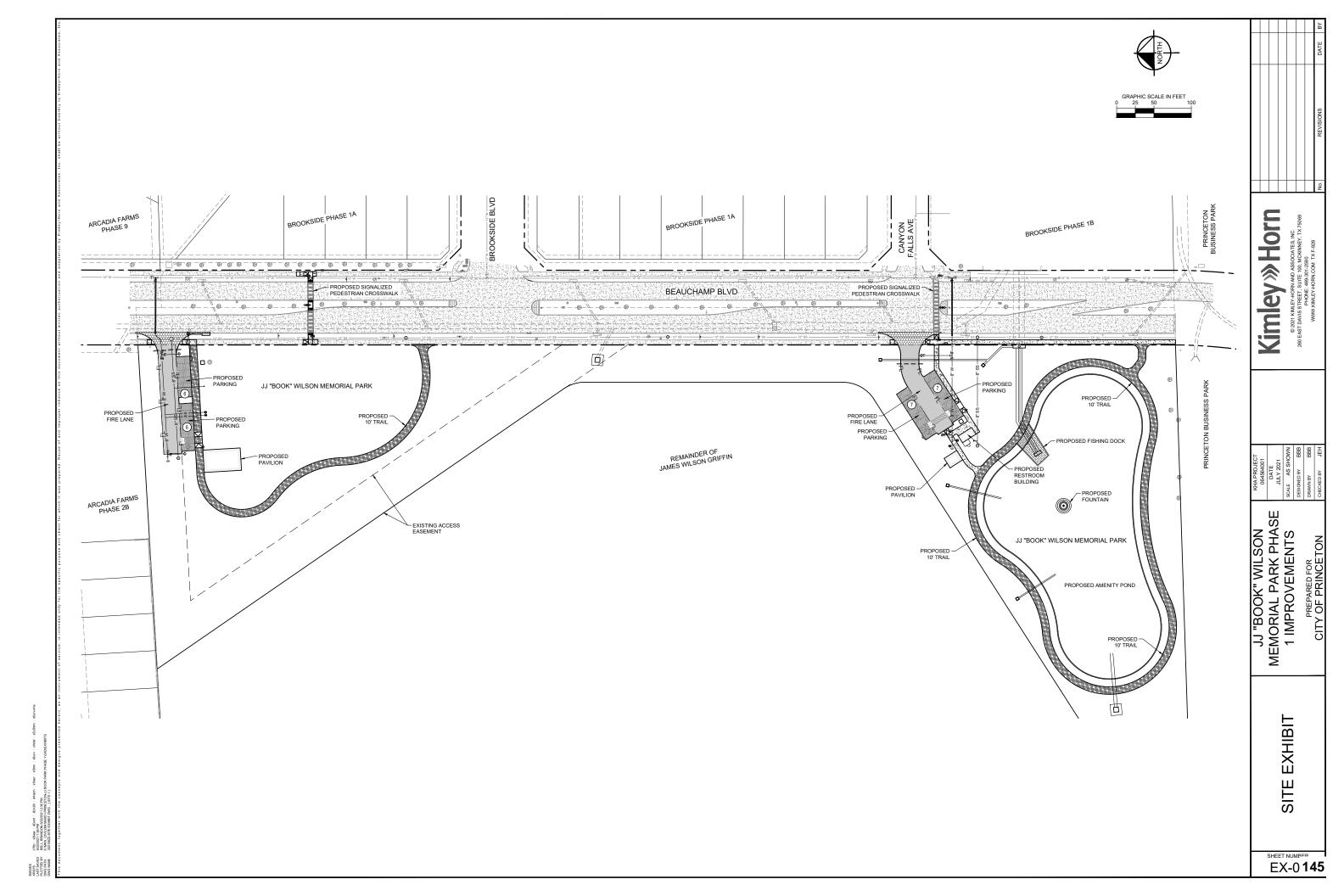


BUILDOUT PHASING PLAN UPDATED JULY 2021









ROADWAY PROJECT LIST LAST UPDATE: JULY 2021 eys Trl Rating Number Street Name Project Total Number Street Name Number Street Name Project Total Project Total \$4,000,000 Park Place Ridge 1.0-2.0 \$1,166,300 N/A \$861,500 17 Court of Pompe 0.0-1.0 Yorkshire Drive 1.0-2.0 North 3rd Street \$863,500 \$3,000,000 \$429,100 18 0.0-1.0 \$867,200 33 East McKinney Avenue 1.0-2.0 \$2,187,700 West Dogwood Avenue Boorman Lane 0 19 \$2,461,000 Running Brook Driv 0.0-1.0 \$1,161,100 34 North 3rd Street West McKinney Avenue 1.0-2.0 \$2,682,400 Creekside Drive 0.0-1.0 \$244,900 20 Collin Circle 0.0-1.0 35 Jefferson Avenue 1.0-2.0 \$2,098,200 \$2,698,600 0.0-1.0 \$344,700 0.0-1.0 1.0-2.0 \$3.543.000 East College Avenue 21 36 Greenfield Acres Road 22 0.0-1.0 \$144,400 Sunnybrook Lane 0.0-1.0 \$338.300 Myrick Lane \$3.621.100 37 Stonecreek Drive 2.0-3.0 **Driftwood Circle** 0.0-1.0 \$407,800 23 CR 456 0.0-1.0 \$5,866,000 38 North 4th Street 2.0-3.0 \$317,200 Royal Lane 0.0-1.0 \$434,500 24 Creekwood Drive 1.0-2.0 \$178,200 39 Napoli Court 2.0-3.0 \$499,600 Woody Drive Meadow Trail 0.0-1.0 \$438,300 25 1.0-2.0 \$327,900 40 Genoa Court 2.0-3.0 \$573,400 5th Street Quail Lane 0.0-1.0 \$472,000 1.0-2.0 \$333,200 \$1,918,300 12th Street 0.0-1.0 \$491,800 27 1.0-2.0 \$484,900 \$3,169,800 South 4th Street San Remo Driv 2.0-3.0 13 Wilson Drive 0.0-1.0 \$581,500 28 Venezia Court 1.0-2.0 \$634,800 3.0-4.0 \$683,200 Palermo Court 0.0-1.0 29 \$728,800 West Hazelwood Street 1.0-2.0 \$805,200 14 Teakwood Drive Dalton Drive 0.0-1.0 \$764,000 30 \$905,800 Mabel Avenue 1.0-2.0 N/A Total \$4,861,500 **PROJECT LIST TOTAL** 0.0-1.0 Rating Total \$26,627,600 1. Rating 0.0-1.0: Passable but needs complete reconstruction. 1.0-2.0 Rating Total \$18,948,000 \$57,743,000 2. Rating 1.0-2.0: Driveable but not at posted speed. 2.0-3.0 Rating Total \$6,622,700 3. Rating 2.0-3.0: Impacted travel at posted speed. 3.0-4.0 Rating Total 4. Rating 3.0-4.0: Minor cosmetic problems. Does not impact travel. \$683,200 Legend Roads **Status** PRINCETON Reconstructed In Progress Kimley»Horn Sources: Esri, HERE, Garmin, USGS, Inter Future Projects Esri Japan, METI, Esri China (Hong Kong)

City of Princeton, TX

Series 2021 Issuance 6/10/2021

Preliminary Schedule of Events

	Jun-21						
S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

	Jul-21					
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Aug-21						
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

Sep-21						
S	S M T W T F					
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Complete By	Day	Event
22-Jun-21	Tuesday	HilltopSecurities requests information for preparation of the Official Statement
28-Jun-21	Monday	Council meeting to approve publication of the Notice of Intent for The Certificates
1-Jul-21	Thursday	1st Notice of Intent Published.
8-Jul-21	Thursday	2nd Notice of Intent Published
2-Jul-21	Friday	HilltopSecurities receives requested information. First Southwest begins preparation of the Official Statement
7-Jul-21	Wednesday	Draft Official Statement distributed to the City and Bond Counsel
14-Jul-21	Wednesday	HilltopSecurities receives comments on Official Statement
19-Jul-21	Monday	Distribute POS to Ratings Agencies.
Week of J	uly 26th - 30th	Rating Meetings/Conference Calls
13-Aug-21	Friday	Receive Ratings
16-Aug-21	Monday	Electronically mail Official Statement to Potential Purchasers
23-Aug-21	Monday	Pricing
23-Aug-21	Monday	City Council passes Ordinance authorizing issuance of Certificates
22-Sep-21	Wednesday	Certificate Closing and Delivery of Funds to the City

CERTIFICATE REGARDING ADOPTION OF RESOLUTION

THE STATE OF TEXAS COUNTY OF COLLIN CITY OF PRINCETON

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

1. The City Council of the City convened in a special meeting on June 28, 2021, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Brianna Chacon, Mayor Mike Robertson, Place 2 Keven Underwood, Place 4	David Kleiber, Place 1 Bryan Washington, Place 3 Steve Deffibaugh, Place 5 and Mayor Pro-Tempore
and all of said persons were present except Whereupon, among other business, the following	, thus constituting a quorum ng was transacted at said Meeting: a written
	ATION OF NOTICE OF INTENTION TO ISSUE VENUE CERTIFICATES OF OBLIGATION
said Resolution be adopted and, after due disc	d City Council. It was then duly moved and seconded that cussion, said motion, carrying with it the adoption of said bers present voting "AYE" except the following:
NAY:	ABSTAIN:

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

the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.						
SIGNED AND SEALED ON JUNE 28, 202	21.					
City Secretary, City of Princeton, Texas	Mayor, City of Princeton, Texas					
{SEAL}						

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that

City of Princeton - Certificate Regarding Adoption of a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation (June 28, 2021)

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS COUNTY OF COLLIN CITY OF PRINCETON

WHEREAS, the City of Princeton (the "City") deems it advisable to give notice of intention to issue one or more series of Certificates of Obligation in the maximum principal amount of \$5,700,000, for paying all or a portion of the City's contractual obligations to be incurred in connection with (1) constructing and improving new and existing streets and roads including related drainage, signalization, landscaping, sidewalks, lighting and signage, streetscape improvements, and acquiring interests in land necessary therefor and the relocation of utility lines and utility facilities related thereto; (2) public park and open space improvements, and (3) for paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

<u>Section 1.</u> That attached hereto as *Exhibit A* is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for the City of Princeton, Texas" (the "*Notice*"), the form and substance of which is hereby adopted and approved. Included in such notice is a list of outstanding debt obligations of the City which the City designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Section 2. That the City Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City of Princeton, once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five days prior to August 23, 2021, which is the date set for the adoption of the ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice. Additionally, such Notice shall be posted continuously on the City's website for at least forty-five days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

<u>Section 3</u>. That the facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the Notice.

<u>Section 4</u>. That this Resolution shall become effective immediately upon adoption.

EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR THE CITY OF PRINCETON, TEXAS

The City Council of the City of Princeton, Texas, shall convene a meeting at 6:30 P.M. on August 23, 2021, at its regular meeting place at City Hall, 123 W. Princeton Drive, Princeton, Texas 75407 and during such meeting, the City Council will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation in the principal amount not to exceed \$5,700,000, for paying all or a portion of the City's contractual obligations to be incurred in connection with (1) constructing and improving new and existing streets and roads including related drainage, signalization, landscaping, sidewalks, lighting and signage, streetscape improvements, and acquiring interests in land necessary therefor and the relocation of utility lines and utility facilities related thereto; (2) public park and open space improvements, and (3) for paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects. Such certificates are to be made payable from ad valorem taxes and a lien on and pledge of surplus revenues of the City's waterworks and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$42,605,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$59,827,947. The maximum principal amount of the certificates to be authorized is \$5,700,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$6,839,480. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is February 15, 2041. The above information does not exclude any outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes.

SOURCES AND USES OF FUNDS

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC **Preliminary; For Illustration Purposes Only**

Dated Date 09/22/2021 **Delivery Date** 09/22/2021

Refunding of	Refunding of	Refunding of	
Series 2009	Series 2007GO	Series 2011	Total
2,260,000.00	570,000.00	705,000.00	3,535,000.00
2,260,000.00	570,000.00	705,000.00	3,535,000.00
Defending of	Defending of	Defending of	
•	•	•	
Series 2009	Series 2007GO	Series 2011	Total
2,194,562.60	554,317.78	685,062.22	3,433,942.60
49,617.40	11,692.22	15,002.78	76,312.40
15,820.00	3,990.00	4,935.00	24,745.00
65,437.40	15,682.22	19,937.78	101,057.40
2,260,000.00	570,000.00	705,000.00	3,535,000.00
	Series 2009 2,260,000.00 2,260,000.00 Refunding of Series 2009 2,194,562.60 49,617.40 15,820.00 65,437.40	Series 2009 Series 2007GO 2,260,000.00 570,000.00 2,260,000.00 570,000.00 Refunding of Series 2007GO 2,194,562.60 554,317.78 49,617.40 11,692.22 15,820.00 3,990.00 65,437.40 15,682.22	Series 2009 Series 2007GO Series 2011 2,260,000.00 570,000.00 705,000.00 2,260,000.00 570,000.00 705,000.00 Refunding of Series 2009 Refunding of Series 2007GO Series 2011 2,194,562.60 554,317.78 685,062.22 49,617.40 11,692.22 15,002.78 15,820.00 3,990.00 4,935.00 65,437.40 15,682.22 19,937.78

SAVINGS

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC **Preliminary; For Illustration Purposes Only**

Date	Prior Debt Service	Refunding Debt Service	Savings
09/30/2022	419,956.25	386,256.98	33,699.27
09/30/2023	418,550.00	382,265.00	36,285.00
09/30/2024	411,737.50	380,280.00	31,457.50
09/30/2025	419,031.25	388,075.00	30,956.25
09/30/2026	415,325.00	380,705.00	34,620.00
09/30/2027	411,175.00	378,280.00	32,895.00
09/30/2028	426,156.25	390,580.00	35,576.25
09/30/2029	327,287.50	293,650.00	33,637.50
09/30/2030	226,637.50	198,700.00	27,937.50
09/30/2031	227,156.25	199,685.00	27,471.25
09/30/2032	227,162.50	200,560.00	26,602.50
09/30/2033	226,656.25	196,380.00	30,276.25
09/30/2034	225,637.50	197,145.00	28,492.50
	4,382,468.75	3,972,561.98	409,906.77

Savings Summary

Savings PV date	09/22/2021
Savings PV rate	2.768500%
PV of savings from cash flow	344,977.01
Net PV Savings	344,977.01

SUMMARY OF REFUNDING RESULTS

City of Princeton, TX General Obligation Refunding Bonds, Series 2021 Assumes 2.20% TIC

Preliminary; For Illustration Purposes Only

	Refunding of Series 2009	Refunding of Series 2007GO	Refunding of Series 2011	Total
Dated Date	09/22/2021	09/22/2021	09/22/2021	09/22/2021
Delivery Date	09/22/2021	09/22/2021	09/22/2021	09/22/2021
Arbitrage Yield	2.200190%	2.200190%	2.200190%	2.200190%
Escrow Yield				
Value of Negative Arbitrage				
Bond Par Amount	2,260,000.00	570,000.00	705,000.00	3,535,000.00
True Interest Cost	2.316546%	2.415382%	2.387002%	2.337010%
Net Interest Cost	2.304853%	2.402393%	2.374379%	2.324414%
All-In TIC	2.689446%	3.059124%	2.967043%	2.768500%
Average Coupon	2.200000%	2.200000%	2.200000%	2.200000%
Average Life	6.676	3.459	4.014	5.626
Par amount of refunded bonds	2,175,000.00	550,000.00	680,000.00	3,405,000.00
Average coupon of refunded bonds	4.988310%	4.246460%	4.000000%	4.778151%
Average life of refunded bonds	7.059	3.570	4.125	5.910
PV of prior debt	2,484,837.36	579,415.44	714,666.81	3,778,919.61
Net PV Savings	300,588.02	19,864.94	24,524.05	344,977.01
Percentage savings of refunded bonds	13.820139%	3.611807%	3.606478%	10.131483%

BOND DEBT SERVICE

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC

Preliminary; For Illustration Purposes Only

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2022	320,000	2.200%	66,256.98	386,256.98
09/30/2023	315,000	2.200%	67,265.00	382,265.00
09/30/2024	320,000	2.200%	60,280.00	380,280.00
09/30/2025	335,000	2.200%	53,075.00	388,075.00
09/30/2026	335,000	2.200%	45,705.00	380,705.00
09/30/2027	340,000	2.200%	38,280.00	378,280.00
09/30/2028	360,000	2.200%	30,580.00	390,580.00
09/30/2029	270,000	2.200%	23,650.00	293,650.00
09/30/2030	180,000	2.200%	18,700.00	198,700.00
09/30/2031	185,000	2.200%	14,685.00	199,685.00
09/30/2032	190,000	2.200%	10,560.00	200,560.00
09/30/2033	190,000	2.200%	6,380.00	196,380.00
09/30/2034	195,000	2.200%	2,145.00	197,145.00
	3,535,000		437,561.98	3,972,561.98

BOND DEBT SERVICE

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC **Preliminary; For Illustration Purposes Only**

Annual					Period
Debt Service	Debt Service	Interest	Coupon	Principal	Ending
	350,891.98	30,891.98	2.200%	320,000	02/15/2022
	35,365.00	35,365.00			08/15/2022
386,256.98					09/30/2022
	350,365.00	35,365.00	2.200%	315,000	02/15/2023
	31,900.00	31,900.00			08/15/2023
382,265.00					09/30/2023
	351,900.00	31,900.00	2.200%	320,000	02/15/2024
	28,380.00	28,380.00			08/15/2024
380,280.00					09/30/2024
	363,380.00	28,380.00	2.200%	335,000	02/15/2025
	24,695.00	24,695.00			08/15/2025
388,075.00					09/30/2025
	359,695.00	24,695.00	2.200%	335,000	02/15/2026
	21,010.00	21,010.00			08/15/2026
380,705.00					09/30/2026
	361,010.00	21,010.00	2.200%	340,000	02/15/2027
	17,270.00	17,270.00			08/15/2027
378,280.00					09/30/2027
	377,270.00	17,270.00	2.200%	360,000	02/15/2028
	13,310.00	13,310.00			08/15/2028
390,580.00					09/30/2028
	283,310.00	13,310.00	2.200%	270,000	02/15/2029
	10,340.00	10,340.00		,	08/15/2029
293,650.00	,	•			09/30/2029
	190,340.00	10,340.00	2.200%	180,000	02/15/2030
	8,360.00	8,360.00			08/15/2030
198,700.00	,	•			09/30/2030
•	193,360.00	8,360.00	2.200%	185,000	02/15/2031
	6,325.00	6,325.00		,	08/15/2031
199,685.00	,	•			09/30/2031
,	196,325.00	6,325.00	2.200%	190,000	02/15/2032
	4,235.00	4,235.00		,	08/15/2032
200,560.00	,,	.,			09/30/2032
_00,000.00	194,235.00	4,235.00	2.200%	190,000	02/15/2033
	2,145.00	2,145.00	00/5		08/15/2033
196,380.00	_,	_,			09/30/2033
	197,145.00	2,145.00	2.200%	195,000	02/15/2034
197,145.00	137,110.00	2,2 13100	2.200/0	133,000	09/30/2034
3,972,561.98	3,972,561.98	437,561.98		3,535,000	

BOND PRICING

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC

Preliminary; For Illustration Purposes Only

	Maturity				
Bond Component	Date	Amount	Rate	Yield	Price
Bond Component:					
·	02/15/2022	320,000	2.200%	2.200%	100.000
	02/15/2023	315,000	2.200%	2.200%	100.000
	02/15/2024	320,000	2.200%	2.200%	100.000
	02/15/2025	335,000	2.200%	2.200%	100.000
	02/15/2026	335,000	2.200%	2.200%	100.000
	02/15/2027	340,000	2.200%	2.200%	100.000
	02/15/2028	360,000	2.200%	2.200%	100.000
	02/15/2029	270,000	2.200%	2.200%	100.000
	02/15/2030	180,000	2.200%	2.200%	100.000
	02/15/2031	185,000	2.200%	2.200%	100.000
	02/15/2032	190,000	2.200%	2.200%	100.000
	02/15/2033	190,000	2.200%	2.200%	100.000
	02/15/2034	195,000	2.200%	2.200%	100.000
		3,535,000			
Dated	l Date	0	9/22/2021		
Delive	ery Date		9/22/2021		
	Coupon		2/15/2022		
Par Ar	mount	3,5	35,000.00		
Origin	nal Issue Discount				
Produ	ıction	3,5	35,000.00	100.000000%	
Under	rwriter's Discount		-24,745.00	-0.700000%	
Purch	ase Price	3,5	510,255.00	99.300000%	
Accrue	ed Interest				
Net Pi	roceeds	3,5	510,255.00		

BOND SUMMARY STATISTICS

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC

Preliminary; For Illustration Purposes Only

Dated Date	09/22/2021
Delivery Date	09/22/2021
First Coupon	02/15/2022
Last Maturity	02/15/2034
Arbitrage Yield	2.200190%
True Interest Cost (TIC)	2.337010%
Net Interest Cost (NIC)	2.324414%
All-In TIC	2.768500%
Average Coupon	2.200000%
Average Life (years)	5.626
Duration of Issue (years)	5.184
Par Amount	3,535,000.00
Bond Proceeds	3,535,000.00
Total Interest	437,561.98
Net Interest	462,306.98
Bond Years from Dated Date	19,889,180.56
Bond Years from Delivery Date	19,889,180.56
Total Debt Service	3,972,561.98
Maximum Annual Debt Service	390,580.00
Average Annual Debt Service	320,439.68
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.000000
Total Underwriter's Discount	7.000000
Bid Price	99.300000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	3,535,000.00	100.000	2.200%	5.626	1,833.00
	3,535,000.00			5.626	1,833.00
		TIC	All-II Tid		Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount)	3,535,00	00.00	3,535,000.0	0	3,535,000.00
 - Underwriter's Discount - Cost of Issuance Expense - Other Amounts 	-24,74	15.00	-24,745.00 -76,312.40		
Target Value	3,510,25	55.00	3,433,942.6	0	3,535,000.00
Target Date Yield	09/22/ 2.3370		09/22/202 2.768500%		09/22/2021 2.200190%

ESCROW REQUIREMENTS

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC **Preliminary; For Illustration Purposes Only**

Period Ending	Interest	Principal Redeemed	Total
10/22/2021	28,942.60	3,405,000.00	3,433,942.60
	28,942.60	3,405,000.00	3,433,942.60

ESCROW STATISTICS

City of Princeton, TX **General Obligation Refunding Bonds, Series 2021** Assumes 2.20% TIC **Preliminary; For Illustration Purposes Only**

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Refunding of Series	2009, Global Procee	ds Escrow:					
	2,194,562.60				2,194,562.60		
Refunding of Series	2007GO, Global Pro	ceeds Escrow:					
	554,317.78				554,317.78		
Refunding of Series	2011, Global Procee	ds Escrow:					
	685,062.22				685,062.22		
	3,433,942.60				3,433,942.60	0.00	0.00

Delivery date 09/22/2021 Arbitrage yield 2.200190%

SAVINGS

City of Princeton, TX General Obligation Refunding Bonds, Series 2021 Refunding of Series 2009

Date	Prior Debt Service	Refunding Debt Service	Savings
09/30/2022	227,456.25	197,904.89	29,551.36
09/30/2023	227,037.50	199,605.00	27,432.50
09/30/2024	226,406.25	201,140.00	25,266.25
09/30/2025	230,093.75	202,565.00	27,528.75
09/30/2026	228,087.50	198,935.00	29,152.50
09/30/2027	225,843.75	200,250.00	25,593.75
09/30/2028	228,243.75	201,455.00	26,788.75
09/30/2029	225,287.50	197,605.00	27,682.50
09/30/2030	226,637.50	198,700.00	27,937.50
09/30/2031	227,156.25	199,685.00	27,471.25
09/30/2032	227,162.50	200,560.00	26,602.50
09/30/2033	226,656.25	196,380.00	30,276.25
09/30/2034	225,637.50	197,145.00	28,492.50
	2,951,706.25	2,591,929.89	359,776.36

Savings Summary

Net PV Savings	300,588.02
PV of savings from cash flow	300,588.02
Savings PV rate	2.768500%
Savings PV date	09/22/2021

SUMMARY OF BONDS REFUNDED

City of Princeton, TX General Obligation Refunding Bonds, Series 2021 Refunding of Series 2009

PRI - Prior Debt

	Maturity	Interest	Par	Call	Call
Bond	Date	Rate	Amount	Date	Price
\$4,315,000 Co	mbination Tax & Ltd Surp	lus Revenue Cer	tificates of Obliga	tion, Series 2009	, 2009, BOND
	02/15/2022	4.250%	125,000.00	10/22/2021	100.000
	02/15/2023	4.250%	130,000.00	10/22/2021	100.000
	02/15/2024	4.250%	135,000.00	10/22/2021	100.000
	02/15/2025	4.750%	145,000.00	10/22/2021	100.000
	02/15/2026	4.750%	150,000.00	10/22/2021	100.000
	02/15/2027	4.750%	155,000.00	10/22/2021	100.000
	02/15/2028	4.750%	165,000.00	10/22/2021	100.000
	02/15/2029	4.750%	170,000.00	10/22/2021	100.000
	02/15/2030	5.125%	180,000.00	10/22/2021	100.000
	02/15/2031	5.125%	190,000.00	10/22/2021	100.000
	02/15/2032	5.125%	200,000.00	10/22/2021	100.000
	02/15/2033	5.125%	210,000.00	10/22/2021	100.000
	02/15/2034	5.125%	220,000.00	10/22/2021	100.000
			2,175,000.00		_

SAVINGS

City of Princeton, TX General Obligation Refunding Bonds, Series 2021 Refunding of Series 2009

Date	Prior Debt Service	Refunding Debt Service	Savings
09/30/2022	91,800.00	90,371.17	1,428.83
09/30/2023	88,912.50	84,955.00	3,957.50
09/30/2024	90,831.25	88,250.00	2,581.25
09/30/2025	92,537.50	91,435.00	1,102.50
09/30/2026	89,137.50	84,620.00	4,517.50
09/30/2027	90,631.25	87,805.00	2,826.25
09/30/2028	91,912.50	85,935.00	5,977.50
	635,762.50	613,371.17	22,391.33

Savings Summary

Savings PV date	09/22/2021
Savings PV rate	2.768500%
PV of savings from cash flow	19,864.94
Net PV Savings	19.864.94

SUMMARY OF BONDS REFUNDED

City of Princeton, TX General Obligation Refunding Bonds, Series 2021 Refunding of Series 2009

PRI - Prior Debt

	Maturity	Interest	Par	Call	Call
Bond	Date	Rate	Amount	Date	Price
\$1,275,000 Ge	neral Obligation Refundi	ng Bonds, Series 2	2007, 2007GO, BC	OND:	
	02/15/2022	4.000%	70,000.00	10/22/2021	100.000
	02/15/2023	4.250%	70,000.00	10/22/2021	100.000
	02/15/2024	4.250%	75,000.00	10/22/2021	100.000
	02/15/2025	4.250%	80,000.00	10/22/2021	100.000
	02/15/2026	4.250%	80,000.00	10/22/2021	100.000
	02/15/2027	4.250%	85,000.00	10/22/2021	100.000
	02/15/2028	4.250%	90,000.00	10/22/2021	100.000
			550,000.00		

SAVINGS

City of Princeton, TX General Obligation Refunding Bonds, Series 2021 Refunding of Series 2009

Date	Prior Debt Service	Refunding Debt Service	Savings
00/20/2022	100 700 00	07.000.03	
09/30/2022	100,700.00	97,980.92	2,719.08
09/30/2023	102,600.00	97,705.00	4,895.00
09/30/2024	94,500.00	90,890.00	3,610.00
09/30/2025	96,400.00	94,075.00	2,325.00
09/30/2026	98,100.00	97,150.00	950.00
09/30/2027	94,700.00	90,225.00	4,475.00
09/30/2028	106,000.00	103,190.00	2,810.00
09/30/2029	102,000.00	96,045.00	5,955.00
	795,000.00	767,260.92	27,739.08

Savings Summary

Savings PV date	09/22/2021
Savings PV rate	2.768500%
PV of savings from cash flow	24,524.05
Net PV Savings	24.524.05

SUMMARY OF BONDS REFUNDED

City of Princeton, TX General Obligation Refunding Bonds, Series 2021 Refunding of Series 2009

PRI - Prior Debt

	Maturity	Interest	Par	Call	Call
Bond	Date	Rate	Amount	Date	Price
\$2,150,000 Gen	eral Obligation Bonds, S	eries 2011, 2011	GO, BOND:		
	02/15/2022	4.000%	75,000.00	10/22/2021	100.000
	02/15/2023	4.000%	80,000.00	10/22/2021	100.000
	02/15/2024	4.000%	75,000.00	10/22/2021	100.000
	02/15/2025	4.000%	80,000.00	10/22/2021	100.000
	02/15/2026	4.000%	85,000.00	10/22/2021	100.000
	02/15/2027	4.000%	85,000.00	10/22/2021	100.000
	02/15/2028	4.000%	100,000.00	10/22/2021	100.000
	02/15/2029	4.000%	100,000.00	10/22/2021	100.000
			680,000.00		

City of Princeton, Texas



Tax Rate Capacity Analysis - FYE 2021 Preliminary; For Illustration Purposes

<u>A B C D E F G H I J K</u>

	Less:																
			Est.	Total	Self	Supporting		Less:	\$5,420,000 - 2021 Bonds			Ag	gregate Net	Est.			
		Assessed	Tax Base	Existing	T	otal Debt	R	efunding	Delivered 9/22/2021 - 2.45% TIC ⁽⁴⁾			Tax	x Supported	I&S Tax			
FYE		Valuation ⁽¹⁾	Growth	Debt Service	S	Service ⁽²⁾	Savings ⁽³⁾		Principal		Interest		Total		Debt Service		Rate ⁽⁵⁾
2021	\$	1,328,407,658	27.84%	\$ 4,056,791	\$	(715,374)									\$	3,341,417	0.2521
2022		1,527,668,807	15.00%	4,169,519		(706,577)	\$	(33,699)	\$	225,000	\$	116,386	\$	341,386		3,770,629	0.2519
2023		1,527,668,807	0.00%	4,173,703		(705,449)		(36,285)		220,000		124,583		344,583		3,776,552	0.2523
2024		1,527,668,807	0.00%	4,166,130		(699,101)		(31,458)		220,000		119,193		339,193		3,774,764	0.2521
2025		1,527,668,807	0.00%	4,164,724		(703,417)		(30,956)		225,000		113,741		338,741		3,769,093	0.2518
2026		1,527,668,807	0.00%	4,168,010		(701,454)		(34,620)		235,000		108,106		343,106		3,775,043	0.2522
2027		1,527,668,807	0.00%	3,093,488		(700,198)		(32,895)		240,000		102,288		342,288		2,702,682	0.1805
2028		1,527,668,807	0.00%	3,096,234		(707,348)		(35,576)		245,000		96,346		341,346		2,694,657	0.1800
2029		1,527,668,807	0.00%	3,040,893		(616,533)		(33,638)		250,000		90,283		340,283		2,731,006	0.1824
2030		1,527,668,807	0.00%	2,974,676		(552,413)		(27,938)		260,000		84,035		344,035		2,738,361	0.1829
2031		1,527,668,807	0.00%	2,975,383		(554,625)		(27,471)		265,000		77,604		342,604		2,735,891	0.1827
2032		1,527,668,807	0.00%	2,966,531		(550,938)		(26,603)		270,000		71,050		341,050		2,730,041	0.1824
2033		1,527,668,807	0.00%	2,968,868		(551,781)		(30,276)		280,000		64,313		344,313		2,731,123	0.1824
2034		1,527,668,807	0.00%	2,972,730		(552,063)		(28,493)		285,000		57,391		342,391		2,734,566	0.1827
2035		1,527,668,807	0.00%	2,739,939		(551,781)				290,000		50,348		340,348		2,528,505	0.1689
2036		1,527,668,807	0.00%	2,312,010		(550,400)				300,000		43,120		343,120		2,104,730	0.1406
2037		1,527,668,807	0.00%	1,788,600		(477,800)				305,000		35,709		340,709		1,651,509	0.1103
2038		1,527,668,807	0.00%	1,788,700		(479,400)				315,000		28,114		343,114		1,652,414	0.1104
2039		1,527,668,807	0.00%	1,306,000		-				320,000		20,335		340,335		1,646,335	0.1100
2040		1,527,668,807	0.00%	1,310,700						330,000		12,373		342,373		1,653,073	0.1104
2041		1,527,668,807	0.00%							340,000		4,165		344,165		344,165	
				\$ 63,787,724	\$ (11,794,104)	\$	(409,907)	\$	5,420,000	\$	1,419,480	\$	6,839,480	\$	58,079,029	

Maximum Tax Rate
Current Tax Rate
Impact

\$ 0.2521

0.2521

\$ -

NOIGS.

(1) Fiscal Year 2020/2021 assessed valuation provided by The Municipal Advisory Council of Texas

- (2) Debt service supported by Waterworks & Sewer System Revenues, transfers from Fire Department, and transfers from the CDC.
- (3) Assumes 2.02% True Interest Cost and \$101,057 Total Cost of Issuance
- (4) Preliminary 2.45% True Interest Cost; Estimated \$5,302,060 Deposit to Construction Fund and \$117,940 Total Cost of Issuance
- (5) Estimated tax collections rate of 98.00%

PRELIMINARY - FOR ILLUSTRATIVE PURPOSES ONLY, SUBJECT TO CHANGE.



ORDINANCE NO. 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.

WHEREAS, the owner of the property described in Exhibit A attached hereto has requested a Specific Use Permit for said property; and

WHEREAS, the Planning and Zoning Commission of the City of Princeton and the City Council of the City of Princeton have given the requisite notices by publication and otherwise and have held the public hearings as required by law on June 21, 2021 and June 28, 2021, respectively and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council of the City of Princeton has concluded that the Zoning Ordinance of the City of Princeton should be amended as follows:

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

Section 1. The Comprehensive Zoning Ordinance of the City of Princeton, Texas, is amended by granting a Specific Use Permit for an Electrical Substation on the tract described in Exhibit A, attached hereto and made an integral part of this ordinance, with the following conditions:

- a. The Specific Use Permit shall be specific to the owner/applicant under the name of Oncor, and may not be transferred to another person, entity or location without the approval of the City Council of the City of Princeton, Texas.
- b. Applicant shall obtain all necessary construction permits prior to any construction.
- c. Applicant must apply for certificate of occupancy and have the facility inspected by the Fire Marshal & Building Official prior to occupancy.
- d. Applicant shall make no substantial changes in plans without City approval.
- e. The proposed use shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including yet not limited to business licensing regulations, waste disposal, and hazardous waste disposal and shall not create a public nuisance.
- g. Applicant shall complete and obtain all inspections, permits and licenses required by the City.
- h. Any violations of the terms and conditions of the SUP shall render the same null and void without necessity of further hearing.
- **Section 2**. All ordinances of the City of Princeton in conflict with the provisions of this ordinance are repealed to the extent of that conflict.

and approval by the Mayor as provided by law.

PASSED by the City Council of the City of Princeton, Texas, this 28th day of June, 2021.

APPROVED:

Brianna Chacón, Mayor

ATTESTED:

Tabatha Monk, City Secretary

Section 3. This Ordinance shall take effect immediately from and after its passage by the City Council

11694 Bob Tesch Investements FN

EXHIBIT A FIELD NOTES BOB TESCH INVESTMENTS 0.927 ACRE TRACT

Being all of that certain lot, tract, or parcel of land being located in the H. WRIGHT SURVEY, ABSTACT 957, Collin County, Texas, being a portion of that certain 6.754 acre, Tract 1, conveyed to Bob Tesch Investments, LLC by deed recorded as Clerk's File No. 20200929001673840, Real Property Records, Collin County, Texas (R.P.R.,C.Co.,Tx.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a 1/2 inch iron pin found with plastic cap stamped "Pape Dawson" (N 7,110,332.89 E 2,581,753.79) being located in the West line of that certain 50.357 acre, Tract 1, conveyed to Varma Penmatsa and spouse, Sireesha Penmatsa by deed recorded in Clerk's No. 20150604000663620, O.P.R.,C.Co.,Tx., same being the common Northeast corner of said 6.754 acres, and Southeast corner of that certain 14.22 acre tract conveyed to South Loop Center, LLC by deed recorded as Clerk's File No. 20200114000058810, R.P.R.,C.Co.,Tx.;

THENCE with the West line of said 50.357 acres, South 00 degrees 55 minutes 48 seconds West a distance of 124.37 feet to a 1/2 inch iron pin found with plastic cap stamped "Pape Dawson";

THENCE departing the West line of said 50.357 acres, North 89 degrees 00 minutes 51 seconds West a distance of 325.00 feet to a 5/8 inch iron pin set;

THENCE North 00 degrees 55 minutes 48 seconds East a distance of 124.05 feet to a 5/8 inch iron pin set in the South line of said 14.22 acre tract, bearing South 89 degrees 04 minutes 12 seconds East a distance of 485.15 feet from a 1/2 inch iron pin found with plastic cap stamped "Pape Dawson" at the interior angle point in the South line of said 14.22 acres:

THENCE with the South line of said 14.22 acres, South 89 degrees 04 minutes 12 seconds East a distance of 325.00 feet to the point of BEGINNING, containing 0.927 of an acre of land.

(See attached "EXHIBIT B")

11694 South Loop Center, LLC FN

EXHIBIT A FIELD NOTES SOUTH LOOP CENTER, LLC 3.082 ACRE TRACT

Being all of that certain lot, tract, or parcel of land being located in the H. WRIGHT SURVEY, ABSTACT 957, Collin County, Texas, being a portion of that certain 14.22 acre tract conveyed to South Loop Center, LLC by deed recorded as Clerk's File No. 20200114000058810, Real Property Records, Collin County, Texas (R.P.R.,C.Co.,Tx.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a point (N 7,110,332.89 E 2,581,753.79) being located in the West line of that certain 50.357 acre, Tract 1, conveyed to Varma Penmatsa and spouse, Sireesha Penmatsa by deed recorded in Clerk's File No. 20150604000663620, R.P.R., C.Co., Tx., same being the common Southeast corner of said 14.22 acre tract, and Northeast corner of that certain 6.754 acre, Tract 1, conveyed to Bob Tesch Investments, LLC by deed recorded as Clerk's File No. 20200929001673840, R.P.R., C.Co., Tx.;

THENCE with the South line of said 14.22 acres, North 89 degrees 04 minutes 12 seconds West a distance of 325.00 feet to a 5/8 inch iron pin set, bearing South 89 degrees 04 minutes 12 seconds East a distance of 485.15 feet from a 1/2 inch iron pin found with plastic cap stamped "Pape Dawson" at the interior angle point in the South line of said 14.22 acres;

THENCE departing the South line of said 14.22 acres, North 00 degrees 55 minutes 48 seconds East a distance of 280.95 feet to a 5/8 inch iron pin set;

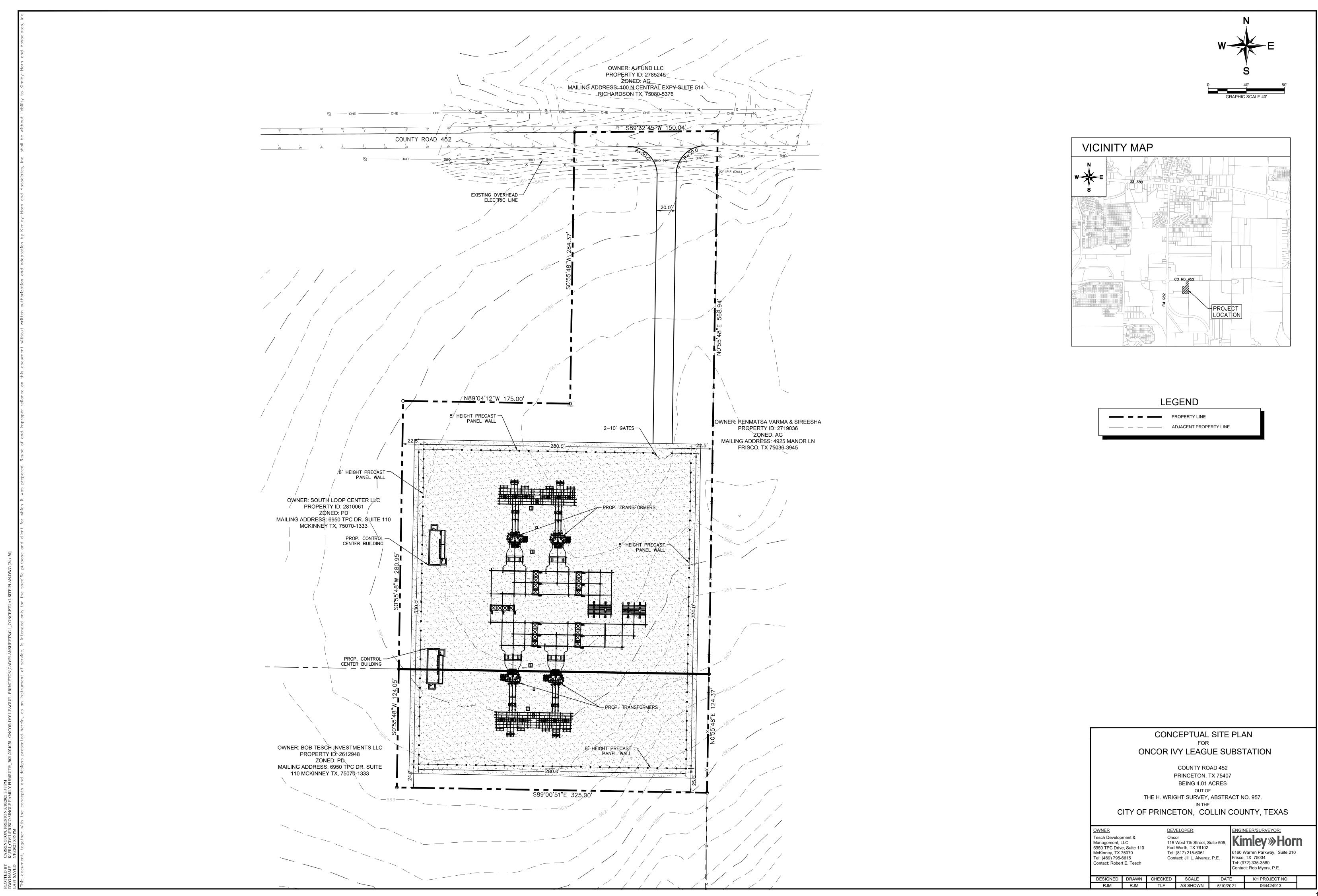
THENCE South 89 degrees 04 minutes 12 seconds East a distance of 175.00 feet to a 5/8 inch iron pin set;

THENCE North 00 degrees 55 minutes 48 seconds East a distance of 284.37 feet to a pk nail set in asphalt within County Road 452, and in the North line of said 14.22 acres;

THENCE within said County Road 452, and the North line of said 14.22 acres, North 89 degrees 32 minutes 45 seconds East a distance of 150.04 feet to a 1/2 inch iron pin found for the common Northeast corner of said 14.22 acres, and Northwest corner of said 50.357 acres;

THENCE with the West line of said 50.357 acres, South 00 degrees 55 minutes 48 seconds West a distance of 568.94 feet to the point of BEGINNING, containing 3.082 acres of land.

(See attached "EXHIBIT B")



____ 172

CITY OF PRINCETON

ORDINANCE NO. 2021-06-28-02

AN ORDINANCE 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; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the owner of the property generally described as 52.467 acres of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas, as reflected on the map shown in Exhibit A; and
- WHEREAS, the tract of land subject of this zoning amendment from "AG" Agricultural to "PD 23" Planned Development 23, is more particularly described by metes and bounds description set forth in Exhibit B; and
- WHEREAS, the Planning and Zoning Commission held a public hearing, heard the case on June 21, 2021 and recommended approval of the zoning amendment from "AG" Agricultural to "PD 23" Planned Development 23 on June 28, 2021 and
- WHEREAS, the City Council held a public hearing, heard the case and recommended approval of the zoning amendment from "AG" Agricultural to "PD 23" Planned Development 23 on June 28, 2021 and
- WHEREAS, the property subject of Planned Development No. 23, shall be subject to specific Amended Development Regulations and Concept Plan, attached hereto as Exhibit C; and
- WHEREAS, all legal requirements, conditions and pre requisites having been complied with, the case now comes before the City Council for the City of Princeton for final consideration.

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

- **Section 1.** That the above recitals are hereby found to be true and correct and incorporated herein for all purposes.
- Section 2. The Comprehensive Zoning Ordinance Number 2016-01-25-01 of the City of Princeton be, and the same is hereby, amended by amending the Zoning Map of the City of Princeton so as to reflect the property described in Exhibits A and B the zoning change classification from "AG" Agricultural to "PD 23" Planned Development 23.

	Regulations and Concept Plan attached hereto as Exhibit C and incorporated herein by reference as if fully set forth herein and for all purposes.
Section 4.	That all ordinances of the City of Princeton in conflict with the provisions of this Ordinance be, and are the same hereby repealed, and all other provisions of the ordinances of the City of Princeton not in conflict with the provisions of this Ordinance shall remain in full force and effect.
Section 5.	If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.
Section 6.	Any person, firm or corporation who violates any provision of this Ordinance or Princeton's Comprehensive Zoning Ordinance No. 2016-01-25-01 shall be deemed guilty of a misdemeanor, and upon conviction therefor, shall be fined in a sum not exceeding Two Thousand Dollars (\$2000.00), and each and every day such violation continues shall be continued a separate offense; provided, however, such penal provision shall not preclude a suit to enjoin such violation.
Section 7.	This ordinance shall become effective from and after its adoption and publication as required by law.
	SED AND APPROVED by the City Council of the City of Princeton, s day of, 2021.
ATTEST:	Brianna Chacón, Mayor City of Princeton, Texas
Tabatha Mor	nk, City Secretary eton, Texas

That Planned Development No. 23 shall be subject to the Amended Development

Section 3.



DATASOURCE:

PARCELS - COLLIN COUNTY APPRAISAL DISTRICT

AERIAL PHOTOGRAPH DATE: NEARMAP 2021

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

LJA ENGINEERING

6060 North Central Expressway Suite 440

Dallas, Texas 75206Phone 469.621.0710
TBPE F-1386
LJA.com

Ownership Exhibit

May 2021

Collin County City of Princeton ETJ Princeton ISD

Legend



Collin County



0 250 500 Feet N 175

Folder: S:\NTX-LAND\MASTER\GIS\Discovery\Packages\CC07\

Exhibit "B" LEGAL DESCRIPTION 52.467 ACRES

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

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

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

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

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

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

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

SOUTH 01 DEGREES 46 MINUTES 02 SECONDS EAST, ALONG THE WEST LINE OF KINGSBRIDGE ADDITION, AN ADDITION TO THE CITY OF

PRINCETON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20191119010005000, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 218.03 FEET TO A POINT FOR CORNER;

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

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

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

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

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

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

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

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

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

SOUTH 00 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 68.09 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID WUERMSER TRACT AND THE SOUTHWEST CORNER OF SAID 11.664 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF A CALLED 1.15 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, AS RECORDED IN VOLUME 313, PAGE 182, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A TXDOT MONUMENT FOUND FOR THE NORTHEAST CORNER OF SAID STATE OF TEXAS TRACT BEARS SOUTH 89 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 68.40 FEET;

THENCE, NORTH 89 DEGREES 10 MINUTES 58 SECONDS WEST, ALONG THE SOUTH LINE OF SAID WUERMSER TRACT AND THE NORTH LINE OF SAID STATE

OF TEXAS TRACT, A DISTANCE OF 201.71 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID STATE OF TEXAS TRACT, SAID POINT BEING ON THE EAST LINE OF LOT 3, BLOCK 1 OF WENDY'S ADDITION, AN ADDITION TO THE CITY OF PRINCETON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200102010000030, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "C" Forest Park Development Regulations

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

General Dimension Requirements:

Minimum Lot Area: 4,500 Square Feet

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

Minimum Lot Depth: 90 Feet

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

Maximum Building Height: 35 Feet

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

Minimum Rear Yard Setback: 10 Feet

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

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

flatwork.

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

Architectural Requirements:

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

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

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

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

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

Landscaping & Fencing:

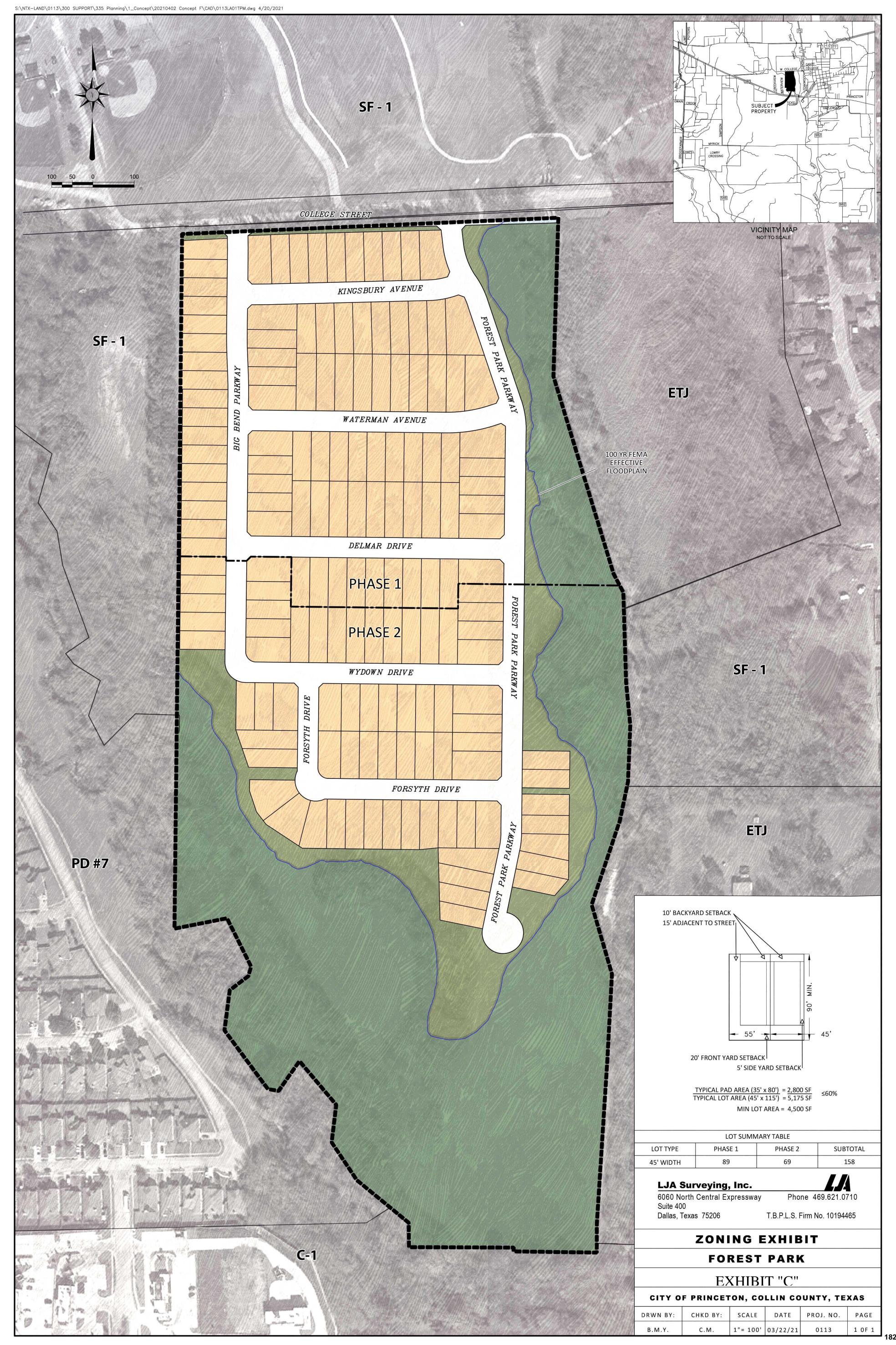
Fencing: Each lot within a residential planned development shall construct a minimum six-foot (and up to eight foot) wood fence with metal posts within the required side and rear yard, measured at the adjacent grade. Black painted metal (aka wrought iron) fencing is also permissible on rear and side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

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

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

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

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





123 W. Princeton Drive Princeton, TX 75407 972-734-2416, Fax 972-734-2548

6/24/2021

Re: Princeton Crossroads Park Phase 1B

On June 7th 2021, the City of Princeton received bids for the Princeton Crossroads Park Phase 1B. The following bids were received.

<u>Bidder</u>	Base Bid
Crossland Construction Company, Inc.	\$ 2,250,00.00

Crossland Construction Company, Inc., is the apparent low bidder for this project. The City is currently successfully working with Crossland Construction Company, Inc., on other phases of the project. It appears that Crossland Construction Company, Inc., is the Lowest Responsive Bidder and we are recommending award of the construction contract to Crossland Construction Company, Inc., The contract time will be 270 calendar days to final completion.

Sincerely,

Shawn Fort, Director of Development Services

CITY OF PRINCETON, TEXAS COMMITMENT OF FUNDS FOR SPECIFIC PROJECT

RESOLUTION NO. 2021-06-28-R-05

A RESOLUTION 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.

WHEREAS, the governing body of the City of Princeton has determined that it is in the best interest of the City to construct the phase 1B park facilities; and

WHEREAS, On June 7th, 2021, the City of Princeton received and opened 1 closed bid for the Phase 1B of the Municipal Center Park Facilities; and

WHEREAS, Crossland Construction Company was the lowest qualified bidder for this project in the amount of \$2,250,000; and

WHEREAS, the development department has checked references and determined the contractor has met the requirements and has recommended award; and

WHEREAS, inspection and testing for the project is estimated at \$25,000 for the project; and

WHEREAS, the funding for this project will be paid from the current available funds from the 2020 Certificate of Obligation, PID Funds & available park revenues specifically allocated for this project; and

WHEREAS, the City Council authorizes the City Manager to execute the agreement and any associated documents to undertake the project, and

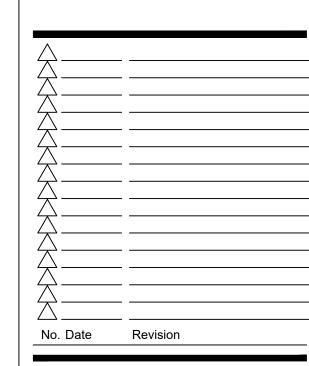
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, THAT THE FUNDS ARE HEREBY COMMITTED FOR THE ABOVE MENTIONED PROJECT. ARTICLE 1.

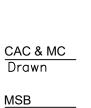
The amount not to exceed \$2,275,00 is hereby allocated for this project.

The City Council hereby authorizes the City Manager to execute the required contracts subject to legal form.

Effective Date.

This Resolution shall be effective upon the date of pass	sage by the City Council.
PASSED by the City Council of the City of Princeton,	Texas, this 28th day of June, 2021.
APPROVED:	ATTEST:
Mayor	City Secretary







PHASE 1B **COVER SHEET**

03.19.2021

G-000

PRINCETON CROSSROADS PARK - PHASE 1B





DISCLAIMER: RENDERING ON THIS SHEET MAY NOT REPRESENT THE MOST CURRENT DESIGN

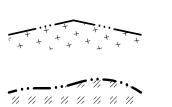
- B. NO SITE PREPARATION WORK SHALL BEGIN IN AREAS WHERE TREE PRESERVATION AND TREATMENT MEASURES HAVE NOT BEEN COMPLETED.
- C. ALL EXISTING TREES DENOTED TO REMAIN SHALL BE PROTECTED AT THE ROOT PROTECTION ZONE(RPZ). THE RPZ SHALL BE DETERMINED BY TREE SIZE (RECOMMENDED 12" RADIUS FROM TRUNK FOR EVERY 1" IN DIAMETER OF TRUNK AT 4.5' FROM GROUND) WITH A MINIMUM 5' DIAMETER FROM THE TRUNK.
- D. A CHAIN LINK FENCE BARRIER DELINEATING THE RPZ SHALL BE ERECTED AND MAINTAINED BY THE CONTRACTOR UNTIL CONSTRUCTION IS COMPLETED.
- E. RPZ SHALL BE SUSTAINED IN A NATURAL STATE AND SHALL BE FREE FROM VEHICULAR OR MECHANICAL TRAFFIC.

- F. THE RPZ SHALL BE COVERED WITH MULCH AND BE MAINTAINED BY GENERAL CONTRACTOR DURING CONSTRUCTION PHASE TO REDUCE MOISTURE STRESS.
- G. DURING CONSTRUCTION, NO EXCESS SOIL, ADDITIONAL FILL MATERIAL, EQUIPMENT, LIQUIDS, OR CONSTRUCTION DEBRIS SHALL BE PLACED INSIDE THE PROTECTION BARRIER, NOR SHALL ANY SOIL BE REMOVED FROM WITHIN THE BARRIER.
- ANY DAMAGE DONE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE CUT CLEANLY IMMEDIATELY AFTER INJURY. ALL WOUNDS TO LIVE OAKS SHALL BE PAINTED WITH PRUNING PAINT WITHIN 30 MINUTES AFTER DAMAGE. ROOTS EXPOSED DURING CONSTRUCTION OPERATIONS WILL BE CUT CLEANLY.
- THE PROPOSED FINISH GRADE AND ELEVATION OF LAND WITHIN THE RPZ OF ANY TREE TO BE PRESERVED SHALL NOT BE RAISED OR LOWERED MORE THAN THREE INCHES. WELLING AND RETAINING METHODS ARE ALLOWED OUTSIDE THE RPZ.

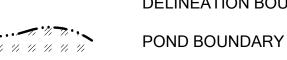
- J. THE RPZ SHALL REMAIN PERVIOUS, I.E. GROUNDCOVER OR TURF AT COMPLETION OF LANDSCAPE INSTALLATION.
- K. THE ASSOCIATED TREE PROTECTION DETAIL COMPLIES WITH THE MINIMUM TREE PROTECTION GUIDELINES FROM THE CITY OF PRINCETON.
- WHERE POSSIBLE, PROVIDE FENCE TO TREE DRIP LINE OR GROUP TREES IN FENCE PERIMETER TO PROVIDE INCREASED PROTECTION.
- M. NO WORK SHALL BEGIN IN AREAS WHERE TREE PRESERVATION AND TREATMENT MEASURES HAVE NOT BEEN COMPLETED AND APPROVED.
- N. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED PER THE GOVERNING JURISDICTION THE PROJECT IS LOCATED WITHIN.
- O. TREES MUST BE MAINTAINED IN GOOD HEALTH THROUGHOUT THE CONSTRUCTION PROCESS. MAINTENANCE MAY INCLUDE BUT IS NOT LIMITED TO: WATERING THE ROOT PROTECTION ZONE, WASHING FOLIAGE, FERTILIZATION, PRUNING. ADDITIONAL MULCH APPLICATIONS AND OTHER MAINTENANCE AS NEEDED ON THE
- ROOTS SHALL BE CUT WITH A ROCK SAW OR BY HAND, NOT BY AN EXCAVATOR OR OTHER ROAD CONSTRUCTION EQUIPMENT.

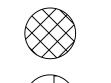
PROJECT.

TREE PRES. LEGEND

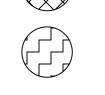


USACE WETLAND DELINEATION BOUNDARY





EXISTING TREE CANOPY TO REMAIN

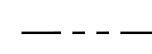


TO BE REMOVED

EXISTING TREE CANOPY



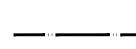
2x4 TREE PROTECTION



TREE PROTECTION FENCE



PROPERTY LINE



LIMITS OF WORK

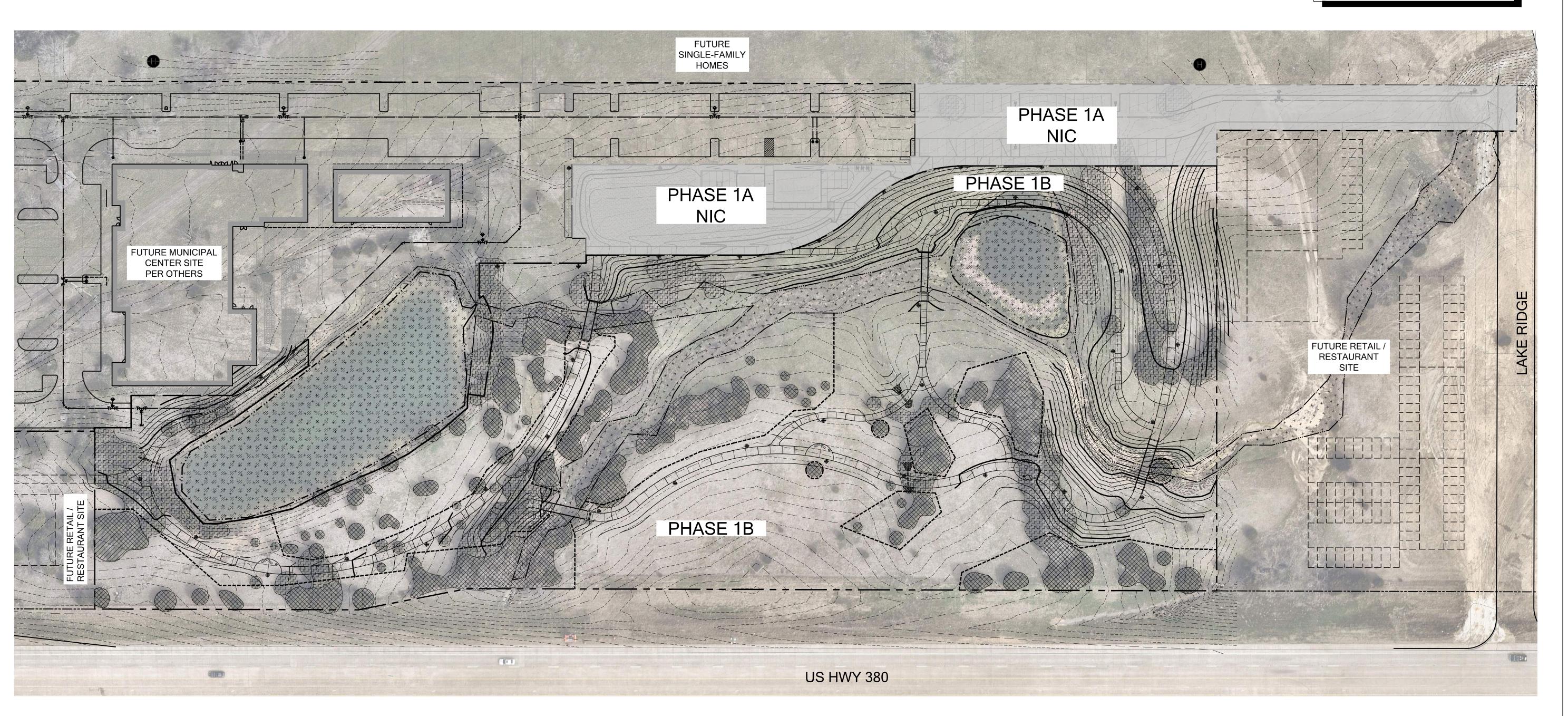


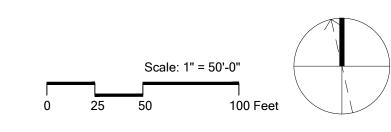
EXISTING WATERS OF THE UNITED STATES SHOWN REFLECT REPORT PREPARED BY GROUNDWATER & ENVIRONMENTAL SERVICES, INC DATED JUNE 8TH, 2018.

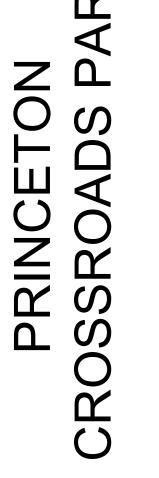


DOCUMENTS

CTION







PHASE 1B TREE PRESERVATION **NOTES & PLAN**

Project No. Date

L-105

18259.00

03.19.2021

LAYOUT LEGEND

STANDARD CONCRETE W/ TROWELED CONTRACTION JTS FINISH: MEDIUM BROOM

INTEGRAL COLOR CONCRETE W/ SAWED CONTRACTION JTS COLOR: C-12 MESA BEIGE (SCOFIELD CHROMIX) FINISH: MEDIUM BROOM

USACE WETLAND DELINEATION BOUNDARY

LIMIT OF EARTHWORK

POND BOUNDARY

PROPERTY LINE

LIMIT OF WORK

ENGINEERED CONCRETE RETAINING WALL

GRASSHOPPER BENCH (SINGLE) SIZE: 63" COLOR: WHITE LANDSCAPE FORMS

LAKESIDE LITTER RECEPTACLE SIZE: 30 GAL. GRASS SIDE OPEN COLOR: STORMCLOUD LANDSCAPE FORMS

PATH CENTERLINE COORDINATE TABLE

PT COORDINATES

105	2307010.301	1 1 10030.322
PT06	2587627.132	7116011.880
PT07	2587744.995	7115935.310
PT08	2587915.159	7115951.59
PT09	2587961.396	7115975.129
PT10	2588072.174	7116091.750
PT11	2588089.303	7116127.896
PT12	2588104.122	7116175.594
PT13	2588093.856	7116178.006
PT14	2588250.550	7116141.204
PT15	2588364.216	7116159.962
PT16	2588477.901	7116178.716
PT17	2588595.994	7116150.98
PT18	2588671.428	7116133.264
PT19	2588645.920	7116065.775
PT20	2588618.931	7115910.665
PT21	2588602.692	7115910.003
		7115866.90
PT22 PT23	2588596.278	7115863.199
	2588594.111	
PT24	2588573.908	7115828.675
PT25	2588571.328	7115824.265
PT26	2588494.595	7115832.864
PT27	2588451.217	7115875.488
PT28	2588417.317	7115876.727
PT29	2588321.029	7115899.742
PT30	2588225.988	7115944.726
PT31	2588190.394	7115948.698
PT32	2588080.903	7115922.148
PT33	2588038.415	7115921.626
PT34	2588037.248	7115922.184
PT35	2587992.709	7115943.395
PT36	2587985.284	7115947.03
PT37	2587975.924	7115946.639
PT38	2587937.150	7115923.956
PT39	2587931.237	7115932.052
PT40	2587960.456	7115961.113
PT41	2588331.355	7116121.199
PT42	2588399.905	7116129.957
PT43	2588449.483	7116141.263
PT44	2588468.455	7116138.715
PT45	2588534.405	7116123.226
PT46	2588596.527	7116023.032
PT47	2588575.267	7115930.619
PT48	2588597.463	7115881.085
PT49	2588449.407	7116139.15
PT50	2588437.036	7116120.900
PT51	2588419.006	7116099.768
PT52	2588408.940	7116061.055
PT53	2588392.537	7115997.972
PT54	2588428.496	7115997.972
PT55	2588452.294	7115927.113
PT56		7115959.452
	2588307.017	
PT57	2588225.988	7115944.726
PT58	2587581.443	7116066.537
PT59	2587568.989	7116069.462
PT60	2587714.092	7115940.138
PT61	2587975.780	7115989.660
PT62	2588465.183	7115864.68
PT63	2588349.210	7115875.39
PT64	2588353.716	7115896.273
PT65	2588270.750	7115926.300
PT66	2587782.021	7116135.225

PHASE 1B LANDSCAPE LAYOUT PLAN WEST

Project No. Date

03.19.2021

18259.00

L-201

PHASE 1B LANDSCAPE LAYOUT PLAN **EAST**

Project No. 18259.00 Date 03.19.2021

L-202



THE PRINCETON FIRE DEPARTMENT



Invites You!

Join us in celebrating our new Fire Station Opening & Apparatus Push-In Ceremony

Friday July 9th, at 10:00 am

(Gathering begins at 0945 – Seating and parking limited)

Fire Station #3

1100 Myrick Lane, Princeton, Texas







Many decades ago, firefighters had to push the hand and horse-drawn fire apparatus into the station upon its maiden arrival and after each use. Following traditions dating back before 1800, the Princeton Fire Department will "push" our new fire engine into its new home with the help of those in attendance. Refreshments will be provided, and a souvenir will be given to those who participate in the wet down and push-in. Please join us in opening our new station and dedicating this new piece of community fire protection equipment into the City of Princeton Fire Department.

The Princeton Fire Department would like to acknowledge Crossland Construction Company, PGAL Architects, Kimley Horn and Associates, the City of Princeton Management Staff, Building Development, Finance, Public works, Parks Departments, and Ryan Calender for their part in the approval, design, construction, and outfitting of the new facility and grounds.

We are very grateful to all those involved in this project.

We would also like to thank and acknowledge
The City of Princeton Elected Leadership, the Princeton Police Department, and the Chamber of
Commerce for their support!