

**FACILITIES DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF CELINA, TEXAS AND CELINA INDEPENDENT  
SCHOOL DISTRICT**

This Facilities Development Agreement (the “**Agreement**”) is made and entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the “**City**”) and the Celina Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the “**District**”), each a “**Party**” and together hereinafter known as the “**Parties**”.

**RECITALS:**

**WHEREAS**, the City and the District are authorized to enter into this Agreement pursuant to the laws of the State of Texas, including but not limited to Chapter 212, Subchapter G, of the Texas Local Government Code; and

**WHEREAS**, the District owns, or intends to acquire, certain property in the City’s extraterritorial jurisdiction, which is depicted and described in **Exhibit A**, attached hereto and incorporated herein for all purposes (the “**New School Property**”), on which it desires to construct a middle school; and

**WHEREAS**, the New School Property will require the construction of roadways, sidewalks and utilities, including water and wastewater lines, to service the District’s new middle school on the New School Property; and

**WHEREAS**, the District has the capability to install the required roadways, sidewalks and utilities to service the New School Property, and in exchange asks for certain considerations from the City; and

**WHEREAS**, the District currently uses the C-Town Property (as defined below) for the educational purposes of the District; and

**WHEREAS**, the District is the owner of the C-Town Property; and

**WHEREAS**, City and District agree and understand that this Agreement shall not be effective until the City Council and District Board of Trustees have approved this Agreement at public meetings called and held for this purpose (the date of the obtaining of the last of the foregoing approvals is hereinafter referred to as the “**Effective Date**”); and

**WHEREAS**, the Parties wish to enter into this Agreement to delineate the rights and duties of the City and the District in relation to the public improvements to serve the New School Property and the development of the C-Town Property as a public park, recreation and event space.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a framework of cooperation for each of the Parties to provide mutual support, cooperation, and assistance to develop the New School Property and Traditions Park to the mutual benefit of the Parties.

2. Recitals. The recitals contained in this Agreement (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this Agreement, (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement, and (d) constitute a legislative finding by the City Council and District's Board of Trustees. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

3. Term; Termination. This Agreement shall continue for a term of forty-five (45) years ("Term"). This Agreement may only be terminated by mutual agreement of the Parties.

4. City's Obligations. At its sole cost, the City agrees to undertake the following:

A. Water Lines. The City shall, or has, install underground water lines to serve the New School Property in a manner depicted and described in Exhibit B, attached hereto and incorporated herein for all purposes (the "Water Lines"). The design, installation, maintenance, and repair of the Water Lines are exclusively that of the City's. The City shall complete the Water Lines before the District receives a certificate of occupancy for the middle school.

B. Zoning. Following annexation of the New School Property, the City zoned the New School Property as Community Facilities zoning district.

5. District's Obligations. At its sole cost, the District agrees to undertake the following:

A. Annexation. **THE DISTRICT CONSENTED TO THE FULL PURPOSE ANNEXATION UNDER STATE LAW OF THE NEW SCHOOL PROPERTY INTO THE CORPORATE LIMITS OF THE CITY, WHICH THE CITY HAS COMPLETED, AND THE DISTRICT WAIVES ALL OBJECTIONS, ELECTIONS, AND PROTESTS OF SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE VOLUNTARY PETITION OF THE DISTRICT FOR FULL PURPOSE ANNEXATION OF THE NEW SCHOOL PROPERTY.**

B. C-Town Property. District owns the land labeled as CAD parcel ID 988630, with a legal description of Celina Original Donation, Block 67, Lot 1, and CAD parcel ID 988649, with a legal description of Celina Original Donation, Block 67, Lot 2, and all improvements thereon, generally located on East Pecan Street between North Arkansas Street, East Walnut Street and North Texas Drive as reflected in Exhibit C (the "C-Town Property"). Within sixty (60) days of the Effective Date of this Agreement, the District agrees to convey the C-Town Property to the City by deed, which conveyance instrument shall be acceptable to the City. City and District shall enter into a written lease agreement for the C-Town Property, the form and other terms of which shall be reasonably agreed upon by City and District, but which shall contain the following terms: (a) District shall

pay City rent of One Dollar (\$1.00) per annum; (b) District shall be responsible for maintaining and insuring the C-Town Property; and (c) City may terminate the lease with 12-months' notice to District when City is preparing to build Traditions Park (which name of said park may be changed).

C. County Road 99. The District shall be responsible for installing any required railroad crossing safety equipment at the corner of CR 99 and N. Louisiana Dr., including but not limited to flashing lights, gates, crossbucks, sirens, and road grading. The District shall also be responsible for installing road improvements with a minimum width of twenty-four (24) feet to CR 99, left and right turn lanes, and any striping of traffic lanes required by City Regulations (as defined below) as a result of the increased traffic to the New School Property, and the City shall contribute \$150,000.00 towards the costs therefore. City agrees that the road immediately adjacent to the New School Property on the south side of the New School Property known as Country Road 99 does not have to be concrete as required by the City Regulations, but may be asphalt as approved by the City Engineer. Plans and specifications for the railroad crossing safety equipment and road improvements described in this paragraph shall be subject to the reasonable approval of the District.

D. Louisiana St./Business 289. In lieu of the District escrowing funds with the City for future concrete right and left turn lanes on Louisiana St./Business 289, as required by City Regulations, the District may construct the northbound right turn lane and southbound left turn lane using asphalt so long as the construction plans are approved by the City Engineer. The City agrees that the District may delay the commencement of construction of the northbound right turn lane until the District obtains a building permit from the City for a new elementary school to be located adjacent to, near or on the New School Property, and said northbound right turn lane must be completed before the new elementary school can receive a certificate of occupancy from the City.

E. Marilee CCN Decertification and Temporary Service. The District shall cooperate with the City in the City's acquisition of Marilee Special Utility District's ("**Marilee**") Certificate of Convenience and Necessity ("**CCN**") for the New School Property, which costs of acquisition shall be paid by the City. The District and the City may enter into a temporary agreement with Marilee to provide water service, with fire flow as approved by the City's Fire Marshal, until the New School Property is certified into the City's CCN, but such agreement shall terminate upon certification.

F. Easements and Rights-of-Way. The District, upon reasonable review and approval of the types, locations, and specifications, shall dedicate and convey all easements and rights-of-way needed on the New School Property for roads, drainage and public utilities, including but not limited to the Water Lines, to the City at no charge to the City.

G. Water and Wastewater Facilities. District shall be responsible for designing and constructing all onsite and offsite water and wastewater facilities necessary to serve the New School Property, other than the Water Lines. Within thirty (30) days of the issuance to the District by the City of a certificate of occupancy for a middle school on the New

School Property, City shall pay Three Hundred Thousand Dollars (\$300,000.00) to District towards the costs of said water and wastewater facilities.

H. Sidewalks. The City agrees that the District may delay the commencement of construction of required sidewalks along Louisiana St./Business 289 for the New School Property until the District obtains a building permit from the City for a new elementary school to be located adjacent to, near or on the New School Property, and said sidewalks must be completed before the new elementary school can receive a certificate of occupancy from the City.

6. City Standards.

6.1 Full Compliance with City Standards.

A. Development of the New School Property shall be subject to any ordinance, rule, regulation, standard, policy, order or guideline adopted or enforced by the City, as amended (the “**City Regulations**”) and uniform engineering design standards, as amended, to the extent such City Regulations and uniform engineering design standards are enforceable under Texas law.

B. Building permits and certificates of occupancy shall be required for improvements on the New School Property using the procedures and standards contained in the City Regulations. Permits will not be issued for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for withholding permits under this section.

C. Notwithstanding anything herein to the contrary, all building elevations and exterior materials used for improvements constructed on the New School Property shall substantially conform to the elevations and materials depicted in **Exhibit D**, attached hereto and incorporated for all purposes.

D. All public infrastructure, including but not limited to water, wastewater, drainage, and roadways, shall be dedicated to the City, and upon acceptance by the City of the water and wastewater improvements, the City shall be the retail provider of such services.

E. The District shall submit to the City for approval a plan for landscaping the New School Property. In the alternative, the District agrees to follow the landscaping standards established in the City Regulations, for non-residential development.

6.2 Approval of Plats/Plans/Replat. Approval of plats, permits, plans, designs, or specifications by the City shall be in accordance with the City Regulations to the extent such City Regulations are enforceable under Texas law. Approval by the City, the City Engineer or other City employee or representative, as applicable, of any plats, permits, plans, designs or specifications submitted by the District pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the District, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the District or the District’s engineer, or engineer’s officers, agents, servants or employees, it being the intent of the Parties

that approval by the City Engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the District related to the New School Property shall meet the requirements of the City Regulations to the extent such City Regulations are enforceable under Texas law. The District may submit a replat for all or any portion of the New School Property.

6.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date.

6.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital improvements and cost-sharing provided by the City, District has consented to and requested, and the Parties agree, that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the New School Property, and voluntarily agrees to burden the New School Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the New School Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the New School Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the New School Property and be binding upon the Property. To the extent any other provision in this Agreement is in conflict with this Section 6.4, this Section 6.4 shall control.*

6.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control unless otherwise stated herein.

7. General Provisions.

A. Notices. All notices required to be contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3<sup>rd</sup>) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To the City: City of Celina  
142 North Ohio Street  
Celina, Texas 75009  
Attention: City Manager  
Telephone: (972) 283-2682  
Facsimile: (972) 382-3736  
Email: [jlaumer@celina-tx.gov](mailto:jlaumer@celina-tx.gov)

With a copy to: Julie Fort  
Messer, Fort & McDonald, PLLC  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Telephone: (972) 668-6400  
Email: [julie@txmunicipallaw.com](mailto:julie@txmunicipallaw.com)

To the District: Celina Independent School District  
Attention: Superintendent  
205 S. Colorado Street  
Celina, Texas 75009

With a copy to: Chris Zillmer  
Celina ISD Lawyer  
Abernathy, Roeder, Boyd & Hullett, PC  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone: (214) 544-4000  
Email: [czillmer@abernathy-law.com](mailto:czillmer@abernathy-law.com)

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

B. Governmental Immunity. This Agreement is made for the express purpose of installing public infrastructure and improving publicly owned property, which purposes are governmental functions. Neither the City nor the District waive sovereign, statutory, or other immunity. Notwithstanding the foregoing, and only to the extent permitted by law, the District shall indemnify and hold harmless the City, and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature, which are caused by or result from any negligent act or omission of the District in performing its obligations hereunder. Notwithstanding the foregoing, and only to the extent permitted by law, the City shall indemnify and hold

harmless the District, and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature, which are caused by or result from any negligent act or omission of the City in performing its obligations hereunder.

C. Current Revenues. Each Party shall make any payments or expenditures under this Agreement out of the current revenues available to the Party in any given year of this Agreement.

D. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by either Party, or to any employee, officer, or agent of either Party, which is not contained in this Agreement shall be binding or valid. This Agreement may not be altered, amended, or modified except in writing and approved by the City Council and District Board.

EXECUTED by the City and the District to be effective on the Effective Date.

**CITY OF CELINA**

\_\_\_\_\_  
Sean Terry, Mayor

ATTEST:

\_\_\_\_\_  
Vicki Tarrant, City Secretary

**CELINA INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Dr. Tom Maglisceau, Superintendent

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**Exhibit A**  
**Legal Description and Depiction of New School Property**

**BEING** a 75.3364 acre tract of land situated in the Wade H. Ratton Survey, Abstract No. 753, Collin County, Texas, said 75.3364 acre tract of land being a portion of a call 640 acre tract of land conveyed to **MOSES HUBBARD** and **MARY JANE HUBBARD** by deed thereof filed for record in Volume 29, Page 486, Deed Records, Collin County, Texas (D.R.C.C.T.), said 75.3364 acre tract being herein more particularly described by metes and bounds as follows:

**BEGINNING** at mag nail with washer stamped "SPOONER 5922" set (hereinafter referred to as a mag nail set) at the southwest property corner of the said 640 acre tract, same being the northeast property corner of a called 5.006 acre tract of land conveyed to Peter S. Boidock and Mary Joan Boidock by deed recorded in Volume 2485, Page 575, D.R.C.C.T., said beginning point being the northwest property corner of a called 129.4 acre tract of land conveyed to Denise Lynn Willard by deed recorded in Volume 5476, Page 394, D.R.C.C.T., said beginning point also being at the approximate intersection of the centerline of Business Highway 289, being a variable width public right-of-way by use and occupation with the centerline of County Road 99, also being a variable width public right-of-way by use and occupation;

**THENCE**, North 00°01'09" West, along the west property line of the said 640 acre tract and with said Business Highway 289, at a distance of 169.00 feet passing the most easterly southeast property corner of a called 112.703 acre tract of land conveyed to Ariana, LLC by deed recorded in Instrument Number 20180730000947040, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), continuing along the said west property line, with said Business Highway 289 and along the east property line of the said 112.703 acre tract, in all a total distance of 1,259.94 feet to a mag nail set at the northwest property corner of the herein described tract, from which a ½" iron rod found at the northeast property corner of a called 153.177 acre tract of land conveyed to Chi Chu Chan, Tsun Huei Chan and Yen Tea Chan by deed recorded in Instrument Number 20091217001510900, O.P.R.C.C.T., bears North 00°01'09" West 1,977.87 feet;

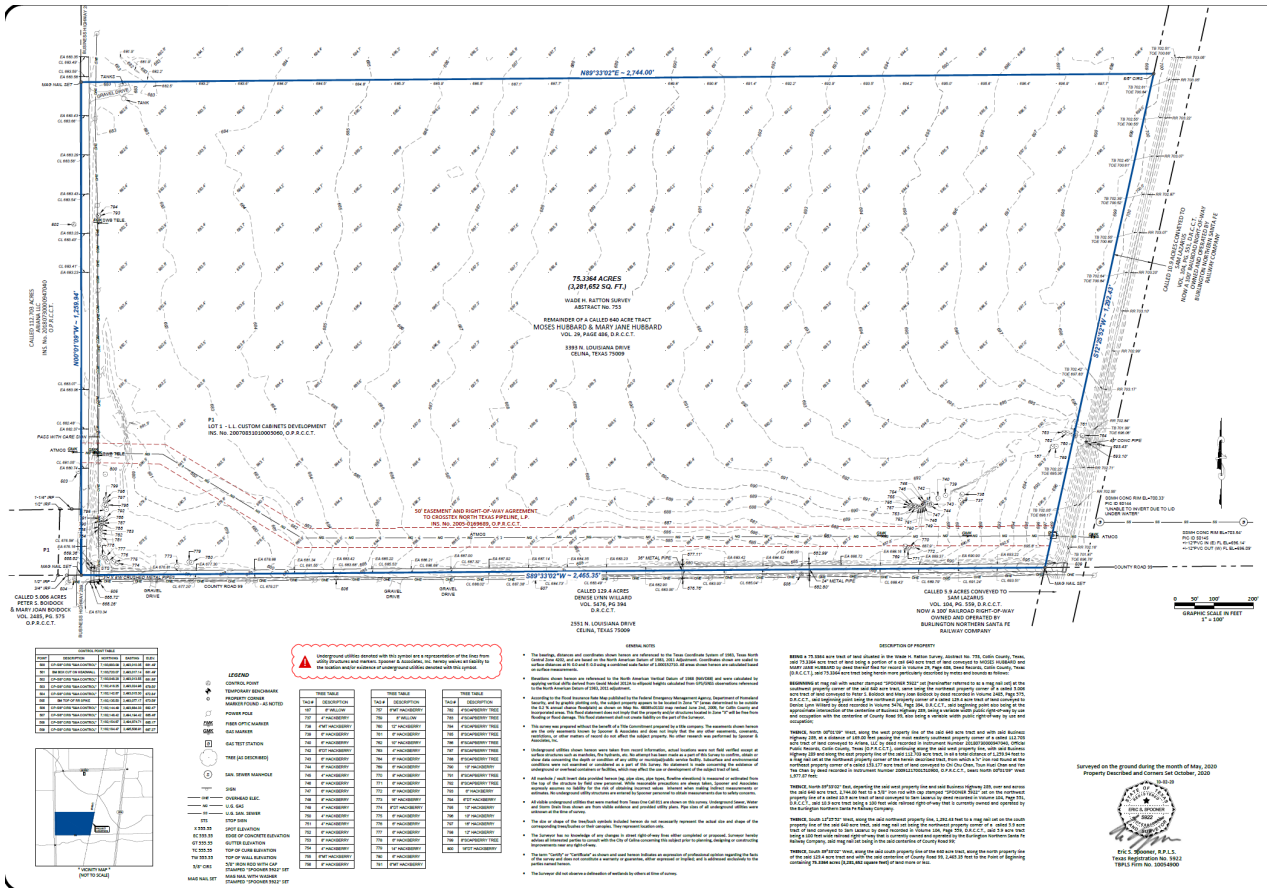
**THENCE**, North 89°33'02" East, departing the said west property line and said Business Highway 289, over and across the said 640 acre tract, 2,744.00 feet to a 5/8" iron rod with cap stamped "SPOONER 5922" set on the northwest property line of a called 10.9 acre tract of land conveyed to Sam Lazarus by deed recorded in Volume 104, Page 551, D.R.C.C.T., said 10.9 acre tract being a 100 feet wide railroad right-of-way that is currently owned and operated by the Burlington Northern Santa Fe Railway Company.

**THENCE**, South 12°25'52" West, along the said northwest property line, 1,292.43 feet to a mag nail set on the south property line of the said 640 acre tract, said mag nail set being the northwest property corner of a called 5.9 acre tract of land conveyed to Sam Lazarus by deed recorded in Volume 104, Page 559, D.R.C.C.T., said 5.9 acre tract being a 100 feet wide railroad right-of-way that is currently owned and operated by the Burlington Northern Santa Fe Railway Company, said mag nail set being in the said centerline of County Road 99;

**THENCE**, South 89°33'02" West, along the said south property line of the 640 acre tract, along the north property line of the said 129.4 acre tract and with the said centerline of County Road 99,



2,465.35 feet to the Point of Beginning containing **75.3364 acres (3,281,652 square feet)** of land more or less.



**SPooner & Associates**  
 10000 N. HAWTHORNE AVE.  
 SUITE 100  
 CELINA, TEXAS 75009  
 TEL: 940.393.1111  
 FAX: 940.393.1112  
 WWW.SPOONER-ASSOCIATES.COM

**TOPOGRAPHIC SURVEY**  
 CELINA INDEPENDENT SCHOOL DISTRICT  
 75.384 ACRES TRACT  
 WADE H. HATTON SURVEY  
 10000 N. HAWTHORNE AVE.  
 SUITE 100  
 CELINA, TEXAS 75009

**PREPARED FOR**  
 CELINA INDEPENDENT SCHOOL DISTRICT  
 10000 N. HAWTHORNE AVE.  
 SUITE 100  
 CELINA, TEXAS 75009

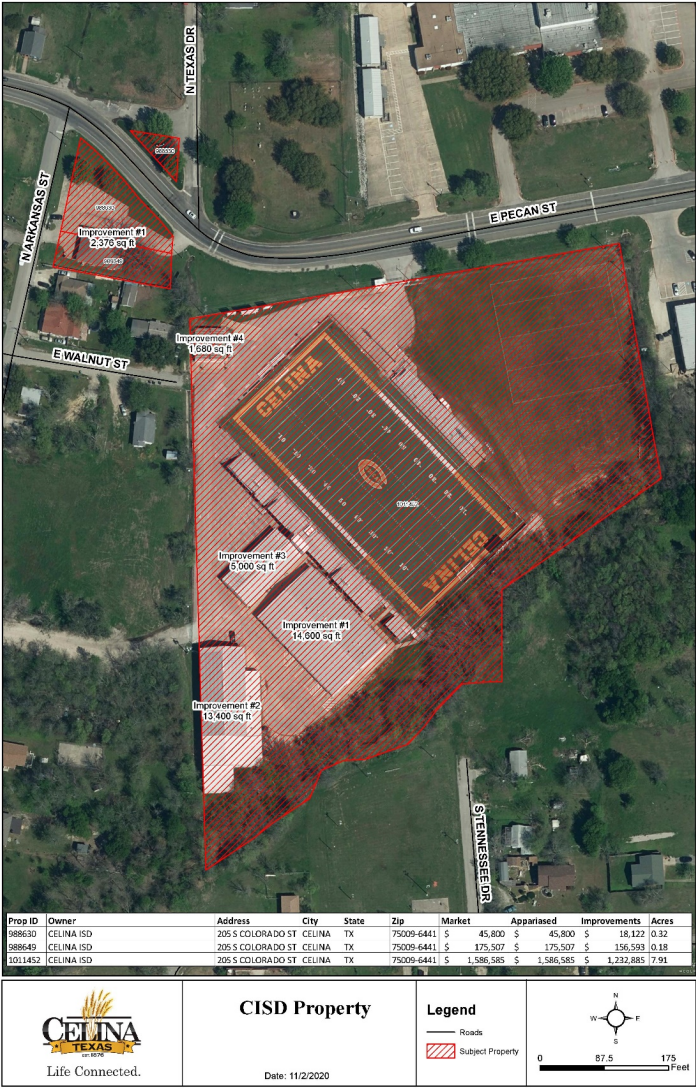
DATE: 10/10/2020  
 USA JOB NO: 10000  
 SCALE: 1" = 300'  
 DRAWN BY: W. HATTON  
 CHECKED BY: K. BROOKER  
 REVISIONS:  
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**SHEET**  
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**OF 1**

## Exhibit B Water Lines



Exhibit C  
Improvements

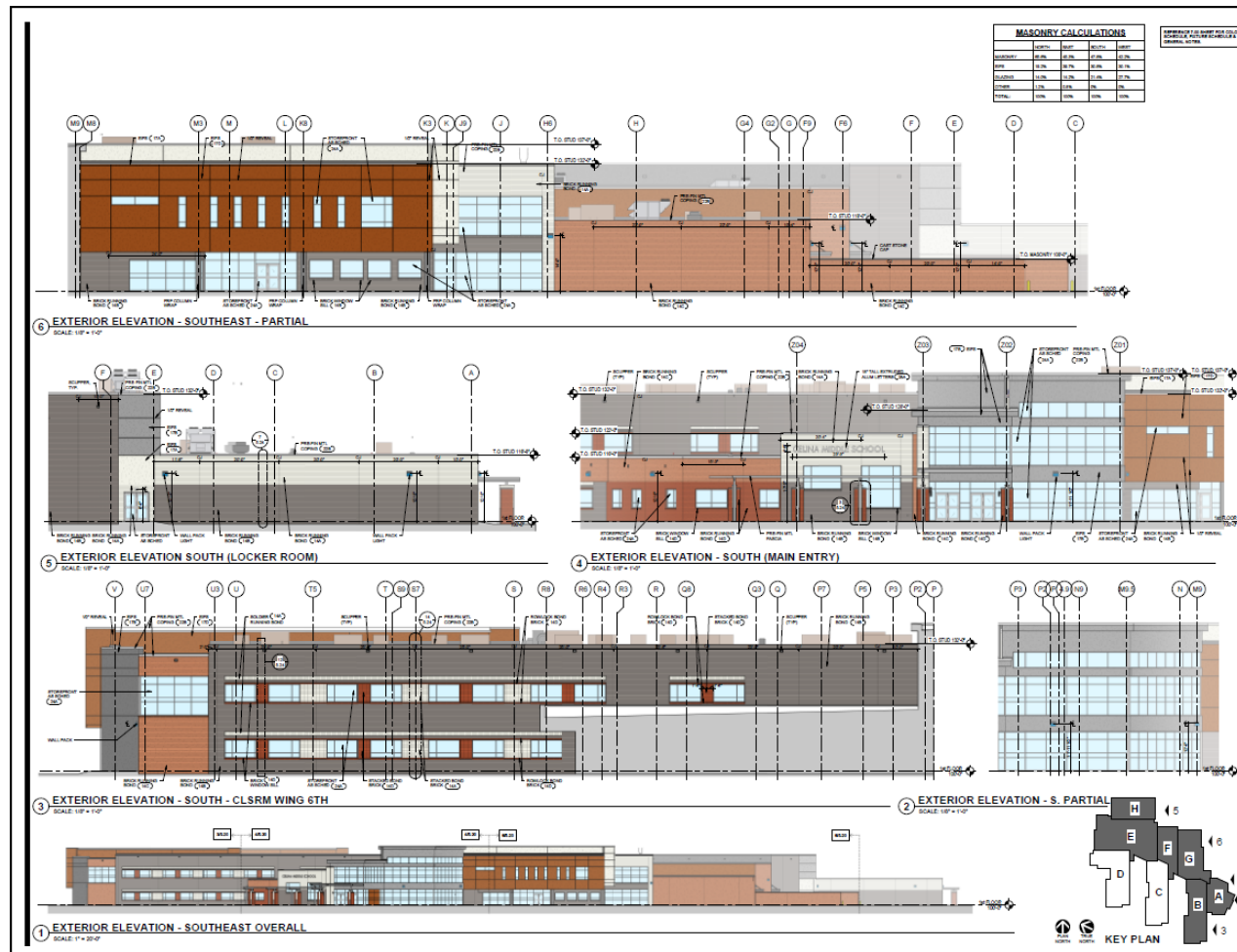


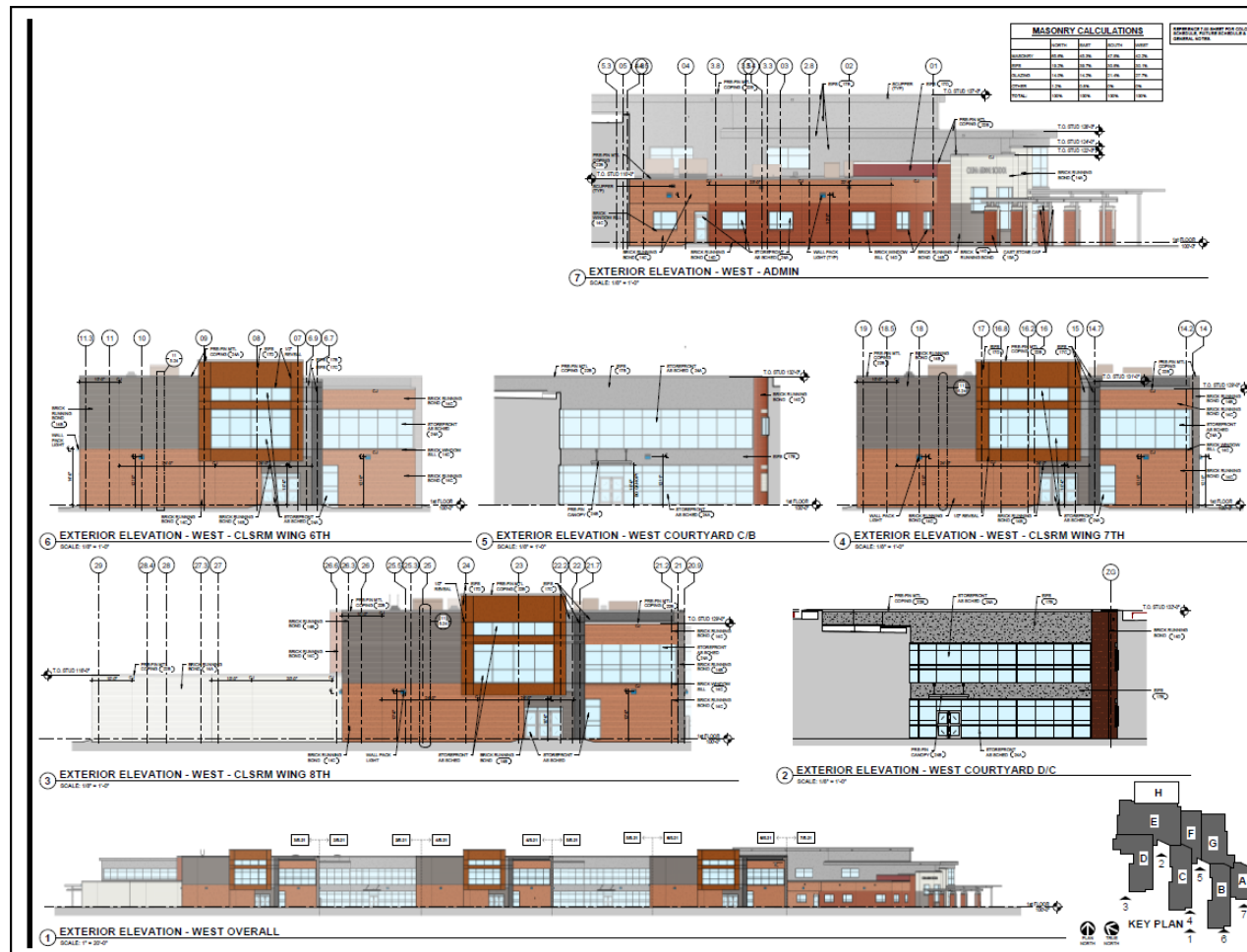
**GENERAL LIST OF IMPROVEMENTS TO BE CONVEYED TO CITY:**

- 2,367 square foot building

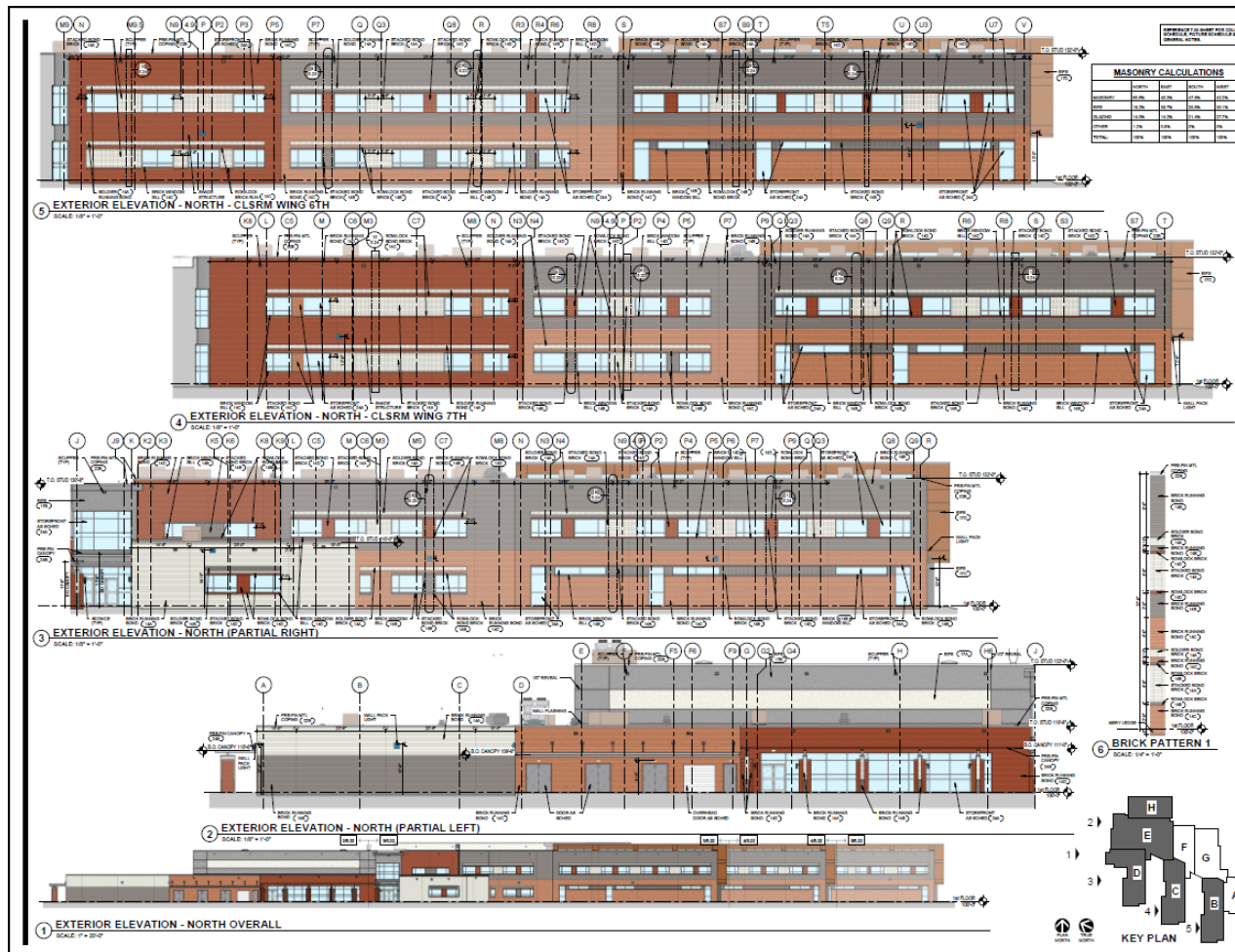
**Exhibit D**  
**Building Elevations**

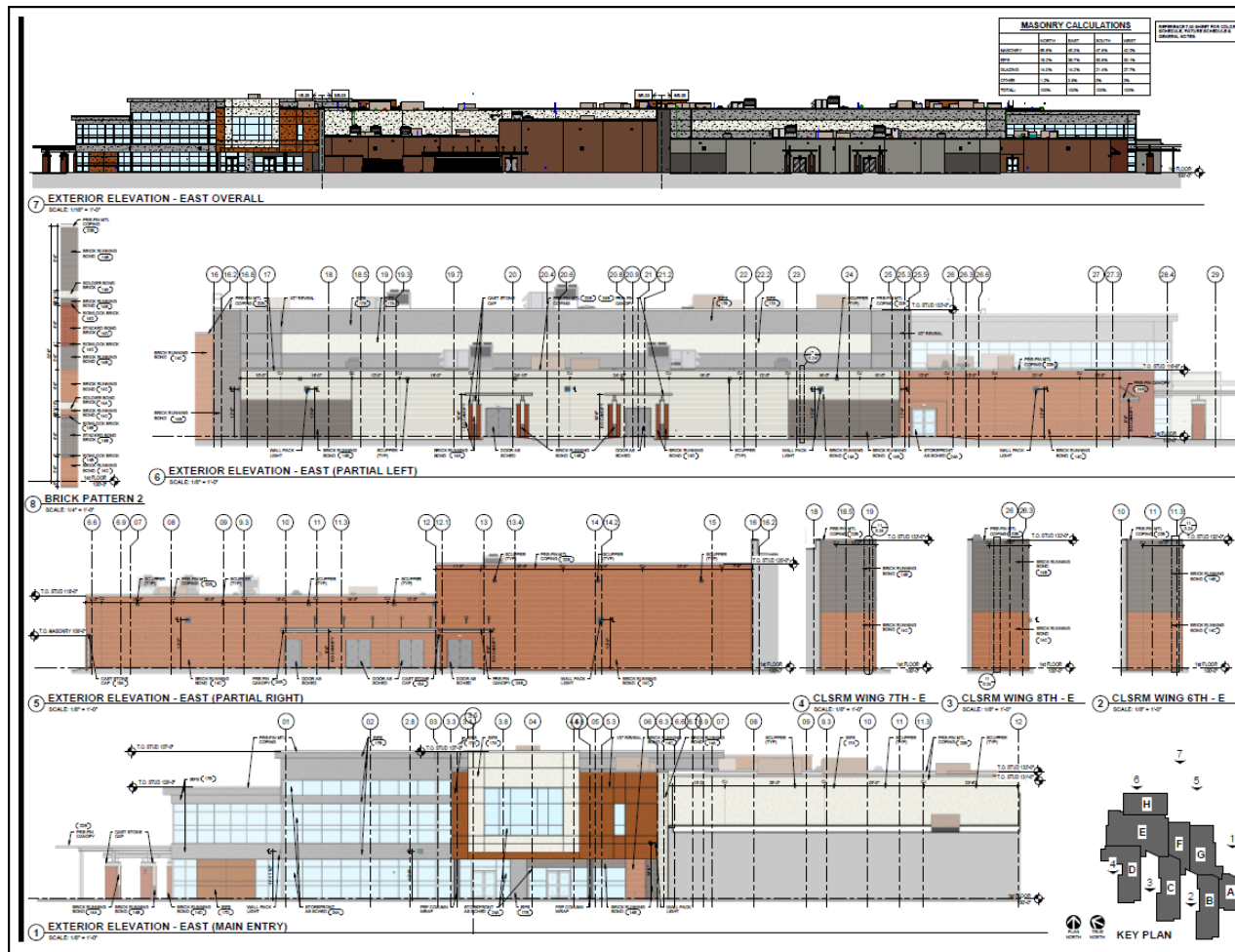












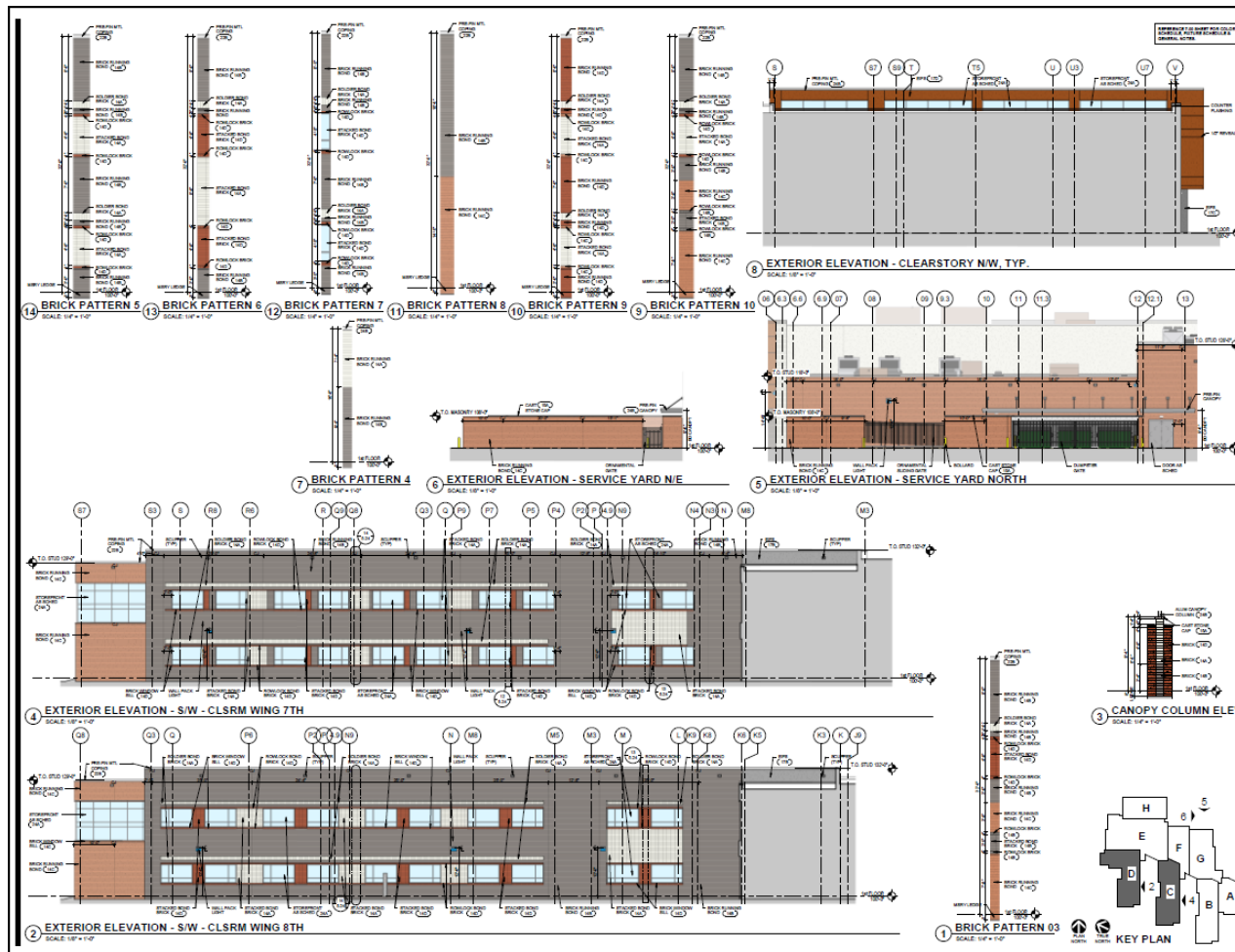
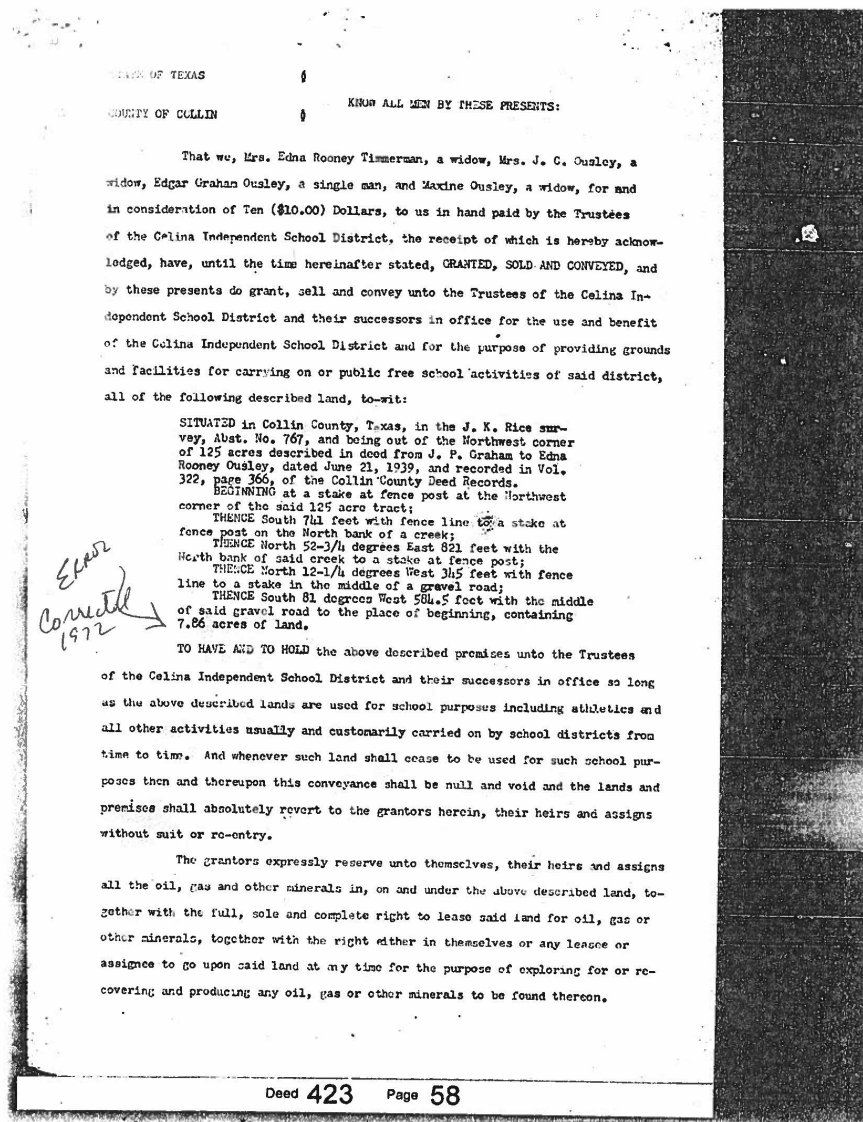


Exhibit E  
Deed

Commented [JL1]: Not needed for 2 party agreement?



Witness our hands this 26 day of December, 1950.

59

Mrs. Edna Rooney Timmerman  
Mrs. Edna Rooney Timmerman

Mrs. J. C. Ousley  
Mrs. J. C. Ousley

Edgar Graham Ousley  
Edgar Graham Ousley

Marine Ousley  
Marine Ousley

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, this day personally appeared Mrs. Edna Rooney Timmerman, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of December, 1950.

Lee E. Newson  
Notary Public, Collin County, Texas  
(Lee E. Newson)

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, this day personally appeared Mrs. J. C. Ousley, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of December, 1950.

Lee E. Newson  
Notary Public, Collin County, Texas  
(Lee E. Newson)

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, this day personally appeared Edgar Graham Ousley, a single man, 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of December, 1950.

Lee E. Newson  
Notary Public, Collin County, Texas  
(Lee E. Newson)



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STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, this day personally appeared  
Maxine Ousley, a widow, known to me to be the person whose name is subscribed  
to the foregoing instrument and acknowledged to me that she executed the same  
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of Decem-  
ber, 1950.

Lee B. Howsam  
Notary Public, Collin County, Texas  
(Lee B. Howsam)

FILED FOR RECORD 25 DAY OF Jan A.D. 1950, AT 8:00 A M.  
RECORDED 31 DAY OF Jan A.D. 1950. FILE NUMBER 340  
G. V. HENDERSON, COUNTY CLERK, COLLIN COUNTY, TEXAS  
BY: James M. McLeod DEPUTY.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this Second day of January 1951 between  
ROLAND A. Pryor, Jr. Esq. & wife Bertha Ellen Pryor, Lessors  
& Galambian Oil Co. of Patschucke Okla

LESSOR: WITNESSES: Leavitt Two & Mrs  
72.09

I, Lessor in consideration of Leavitt Two & Mrs Dollars  
to be had paid of the forsties herein provided, and of the covenants of Lessee herein contained, hereby grants, leases and lets  
separately unto Lessee for the purposes of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, types  
pipe lines, electric lines, power lines, telephone lines and such other facilities as may be necessary for the purpose of exploring, taking care of, treating, transporting, and owning said products,  
and housing its employees, the following described land in Collin County County, Texas, to-wit:

Field notes of The RECEIVER'S DEED: From R G Lamm, Receiver, to  
Roland A Pryor, as same is recorded in Vol 341, page 625, deed  
Records, of Collin County, Texas.  
SECOND TRACT: Situated in Collin County, Texas,  
being a part of a survey made in the name of Benjamin Clark,  
Abstract No. 163, and situated about 22 miles N E of McKinney,  
and,  
BEGINNING at the N E corner of 51.39 acres, contracted  
to R F Blankenship by Geo. Wilson;  
THENCE SOUTH 87½ deg. E 25.33 chains to the southwest  
corner of the J W Butler survey;  
THENCE SOUTH 7.69 chains to a stake in said Commis-  
sioners line;  
THENCE an ash 16 in. in Dia. mkd. X. brs North 55½  
W 15 chains;

Deed 423 Page 60

