

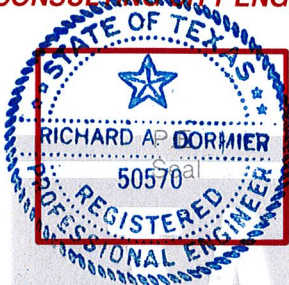


ENGINEERING CONSTRUCTION COMPLETION CERTIFICATE

Subdivision Name	<u>Van Buren Estates</u>	Subdivision Owner	<u>Van Buren Estates, LLC</u>
Developer's Engineering Firm	<u>JM Civil Engineering</u>	Contractor	<u>Spinoff Construction</u>
Land Location	<u>West of Weston Rd North of CR 170</u>	Final Inspection*	<u>11/06/2019</u>

*Attach Final Construction Deficiencies Punch List.

A. BY CONSULTING CITY ENGINEER



I hereby certify that the items listed previously as deficiencies have now been corrected and that as-constructed drawings have been prepared, submitted and approved by the Developer's Engineering Firm.

11/08/2019

Date

[Signature]
P.E. Signature

MAINTENANCE LETTER RECEIVED AND DATE MAINTENANCE PERIOD TO EXPIRE: 5/06/2021



January 28, 2019

Mr. Tony Del Plato, President
Weston Water Supply Corporation
P.O. Box 158
Weston, Tx. 75097

RE: Van Buren Estates Development


Dear Tony:

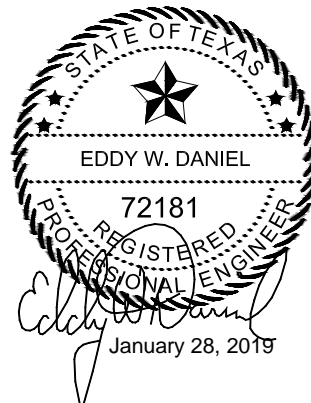
Our firm has inspected and verified that the waterlines for the proposed Van Buren Estates have been successfully installed in accordance with the approved plans and in accordance with the Weston Water Supply Corporation standards. The waterlines have also been tested and disinfected. I have attached copies of the test reports regarding the bacteriology tests that have been taken.

I recommend that the facilities be placed into service and that service be extended to the development. I also recommend that the project be guaranteed with a 2-year maintenance bond.

If you should have any questions, please feel free to contact me.

Sincerely,


Eddy Daniel, P.E.
Corporation Engineer





WARRANTY

Project Information:

Van Buren Estates

Owner: Van Buren Estates LLC

Location: Weston, TX

Description: Residential Development

Completion Date: 2/8/2019

Contractor guarantees against defects in workmanship or materials and warrants that the work and materials called for herein are in full compliance with the plans and specifications. Such guarantee is in addition to and not in lieu of the usual manufacturer's warranty on any material and equipment installed. **In fulfillment of this guarantee, contractor agrees to furnish all service, labor and replacement materials for (18) eighteen months from the date the notice of completion is filed, provided.**

Spinoff Construction

By: Alan Stavino

Signature: _____

Title: Managing Partner

Date: 2/1/2019

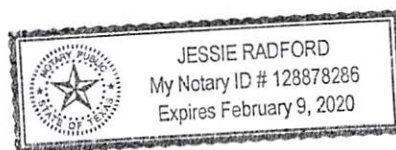
Signed and Sealed

this 1 day of Feb, 2019

Jessie Radford

Notary Public

my commission expires: 2/9/2020



FACILITIES AGREEMENT

This Facilities Agreement (the “Agreement”) is entered into on the 1st day of October, 2019 (“Effective Date”), between the CITY OF WESTON, TEXAS, a general law municipality (“City”) and VAN BUREN ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, (“HOA”), concerning the energy consumption cost of certain street lights located in the City. The City and HOA may be referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the HOA is the owner of certain street lighting improvements located in Van Buren Estates (the “Subdivision”), an addition to the City, Collin County, Texas, according to the plats thereof duly recorded in Volume 2018, Page 370 and Volume 2018, Page 662, Official Public Records of Collin County, Texas, said plats being incorporated herein by reference for all purposes; and

WHEREAS, the street lighting in the Subdivision consists of nineteen (19) lights in Phase I and two (2) lights in Phase II (“Street Lights”); and

WHEREAS, pursuant to the City’s Ordinance No. 2019-09-01 (the “Ordinance”), the HOA is required to pay for the energy consumption cost on standard lighting for a certain number of years following the City’s final acceptance of the Subdivision, including the Street Lights; and

WHEREAS, a condition of the City’s final acceptance of the Subdivision (“Final Acceptance”), including the Street Lights, is the execution of this Agreement as required by the Ordinance; and

WHEREAS, the City Council of the City has investigated and determined that it is in the best interest of the City to enter into and execute this Agreement for the purposes set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the City’s final acceptance of the Subdivision, for all purposes, on the terms and conditions set forth below.

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are incorporated into the body of this Agreement.
2. Compliance with Ordinance. The City represents and warrants that the HOA’s execution of this Agreement and compliance herewith satisfies all obligations set forth in the Ordinance, and the HOA’s execution of this Agreement is sufficient consideration for the City’s Final Acceptance of the Subdivision.

3. Term; Termination. This Agreement is effective upon the execution and delivery by the Parties and shall continue until the earlier of the date of the written termination of this Agreement or September 30, 2024 (“Termination Date”). Under no circumstance shall this Agreement extend beyond the Termination Date. The HOA shall not, under any circumstance, have any liability under this Agreement from and after the Termination Date, save and except for any liabilities occurring prior to the Termination Date.
4. Energy Consumption Costs of Street Lights. The Parties acknowledge and agree that:
 - (a) the Street Lights are or will be served by Grayson Collin Electric Cooperative (“GCEC”);
 - (b) GCEC has created two (2) accounts, with the HOA named as the customer, for the service of the Street Lights, said account nos. being 203144800 for Phase I and 203144700 for Phase II (collectively, “Accounts”);
 - (c) commencing on the Effective Date and terminating upon the Termination Date, the HOA shall be responsible for payment of the monthly energy costs upon its receipt of each invoice associated with the Accounts and will tender such payment to GCEC in accordance with GCEC’s guidelines;
 - (d) upon the Termination Date, the City shall, without any additional notice or action required by the HOA or any other party, assume any and all costs associated with the Street Lights including, without limitation, the matters set forth herein. The City shall take any and all steps necessary to ensure the HOA is removed as the obligated customer on the Accounts as of the Termination Date; and
 - (e) the final invoices for the Accounts generated by GCEC shall be prorated by the Parties as of the Termination Date.
5. Reimbursement for Energy Consumption Costs Prior to the Effective Date. Within fifteen (15) days of the last to execute this Agreement, the HOA shall reimburse, or cause the reimbursement of, the City for energy consumption costs paid by the City prior to the Effective Date for the Street Lights, in the amount of Two Thousand, Two Hundred Twenty-Nine and 75/100 Dollars (\$2,229.75) (“Reimbursement”). The City represents and warrants that the Reimbursement is the full and final amount of any and all outstanding energy costs associated with the Street Lights for which the City is seeking reimbursement.
6. Notices. All notices required or permitted under this Agreement must be in writing and be served on the Parties at the addresses listed below. Unless otherwise provided, all notices must be given or served by (i) overnight delivery using a nationally recognized overnight courier, (ii) personal delivery, or (iii) e-mail sent to the e-mail address listed below with a confirmation copy delivered by another method permitted under this paragraph. Notice given by all permitted forms other than e-mail will be effective on the earlier of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if the addressee refuses delivery). Notice given by e-mail will be effective on the transmission or

attempted transmission of an e-mail to the e-mail address designated as the recipient's e-mail address during normal business hours. A Party's address or e-mail address may be changed by written notice to the other Party, but a notice of change is not effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. Notices given by a Party's attorney will be deemed given by that Party. The notice addresses of the Parties are specified below until further notice:

If to Weston: Mayor
City of Weston
P.O. Box 248
301 Main Street
Weston, Texas 75097
cityhall@westontexas.org

If to the HOA: Van Buren Estates Homeowners Association, Inc.
c/o Legacy Southwest Property Management, LLC
8668 John Hickman Parkway, Suite 801
Frisco, Texas 75034

Any address for notice may be changed by written notice so given.

7. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.
8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the subject matter of this Agreement.
9. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the HOA, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.
10. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Collin County, Texas.
11. Venue. Venue for any suit arising hereunder shall be in Collin County, Texas.

12. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.
13. Assignability. The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Party, such consent not to be unreasonably withheld, delayed, conditioned or denied.
14. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

This Agreement has been approved by the requisite vote of the City Council of the City at a duly called and posted meeting.

15. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
16. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A signature delivered electronically will also be deemed to constitute an original if properly executed.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative on the date or dates indicated below effective on the Effective Date.

VAN BUREN ESTATES HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____ Date: _____
Jon Anderson, President

CITY OF WESTON,
a Texas general law municipality

By: _____ Date: _____
Patti Harrington, Mayor



ENGINEERING CONSTRUCTION DEFICIENCIES PUNCH LIST

Subdivision Name Van Buren Estates Subdivision Owner Van Buren Estates, LLC
Developer's Engineering Firm JM Civil Engineering Contractor Spinoff Construction
Land Location West of Weston Rd North of CR 170 Date of Inspection 01/24/2019

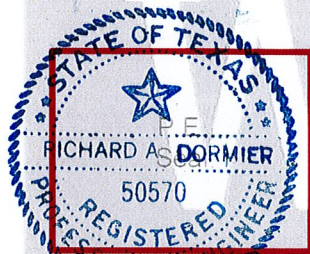
A. BY CONSULTING CITY ENGINEER

I, Richard A. Dormier, P.E., of the firm Freeman-Millican, Inc., hereby certify that the above referenced development was inspected on this date, and in accordance with the plans and specifications approved pursuant to Weston's Subdivision Ordinance, the public improvements are:

☐ COMPLETE

☒ SUBSTANTIALLY COMPLETE

☐ DEFICIENT



Ph 1 Sheets C1 to C17; Ph 2 Sheets C1-C9
Drawing Number(s)

[Signature]
Professional Engineer's Signature

01/29/2019
Date

List of Deficiencies found at inspection (to be completed before the start of the maintenance period):

See attached letter with punch list items dated 1/29/2019

See attach list of additional punch list items.

TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

January 29, 2019

Ms. Patti Harrington
Mayor
City of Weston
P. O. Box 248
Weston, Texas 75097

**Re: CITY OF WESTON – VAN BUREN ESTATES, PHASES 1 AND 2
SUBSTANTIAL COMPLETION
CITY OF WESTON, TEXAS**

Dear Ms. Harrington,

We visited the above referenced subdivision on January 23 and January 24, 2019 in order to review the construction status and develop a punch list of items needing to be completed before the final acceptance of the public facilities and warranty period begins. Based on our inspection, the on-site development improvements are substantially complete as of the date of the inspection. The following items need to be addressed before the project is complete:

1. Receive a letter of acceptance and approval of the water system improvements from Weston Water Supply Corporation;
2. Clean mud and dirt and sweep all streets;
3. General on and off-site cleanup;
4. Re-vegetate disturbed areas to keep mud from flowing to the streets;
5. Complete off-site work on drainage and have development engineer review need for guardrail on CR 170;
6. Have development engineer review need for erosion control measures below all culvert outlets as erosion is occurring at some locations;
7. Complete street light installation;
8. Clean out drainage pipes and culverts with silt and mud;
9. In Phase 2, cut off the metal pipes and grind to remove sharp edges and to be flush with the headwalls;
10. After streets are cleaned and swept, inspect all streets to insure all cracks and saw-cuts are sealed;

January 29, 2019


11. Provide a plan going forward to require home builders to comply with the SWPPP to prevent siltation of streets and culverts. The City does not have the personnel to provide this type of unnecessary maintenance if vegetation and silt fence is properly maintained;
12. Provide information regarding the 18-month warranty discussed with the developer; and
13. Provide a grading plan for lots to insure no lot-to-lot grading issues are developed during development of the subdivision.

Please let us know when the above items are addressed and we can make a final review for project acceptance by the City.

If you have any questions, please feel free to call me at (214) 503-0555 ext. 106.

Sincerely,

FREEMAN - MILLICAN, INC.

A handwritten signature in black ink, appearing to read "Richard A. Dormier". The signature is fluid and cursive, with the first name "Richard" being more prominent than the last name "Dormier".

Richard A. Dormier, P.E.

Cc: Amy Burnside
John Measels, P.E.
Carlos Aguilar
Laalithya Bondili, EIT